

Cases Reported this Week.

In the Solicitors' Journal.

Barton v. North Staffordshire Railway Co.	338
Butler, Re, Hughes v. Anderson.	337
Commercial Bank of London, Re.	339
Lord Collie Campbell, Re.	340
Pollard v. Steward	339
Roots v. Williamson	339
Schooner Pond Coal Co., Re	338
"The Cells"	337
Waite v. Worland	337
Wills v. Luff	338

In the Weekly Reporter.

Arnold, In re, Ravenscroft v. Workman	424
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E. Bulwer Lytton's Will, In re, Knebworth Settled Estates Trusts	420
Fanshawe v. London and Provincial Dairy Co.	418
Gibbes' Settlement, In re, White v. Randolph	429
Hancock v. Hancock	417
Highworth and Swindon Union v. Westbury-on-Severn Union	422
Kerford v. Seacombe, Hoylake, &c., Railway Co.	431
Kingdon v. Kirk	430
Lynch v. Macdonald	419
Moore, In re, Trafford v. Mac-onochie	427
Stevens v. Bishop	421

The Solicitors' Journal and Reporter.

LONDON, MARCH 24, 1888.

CURRENT TOPICS.

MR. JUSTICE KAY will not sit on Monday next. On Tuesday he will take motions, and at the close of the day rise for the Easter Vacation.

REGULATIONS FOR THE Paymaster respecting the conversion of Government Stocks in court are in course of preparation, and their publication is expected to take place very shortly.

THE EASTER VACATION, as regards the offices in the Royal Courts, lasts from Friday next till Tuesday, the 3rd of April, both days inclusive; and, except on Saturday, there will be no vacation attendance.

MR. JUSTICE KEEWICH will not, after this day (Saturday), hear any more actions during the present sittings. It is understood that his lordship will assist Mr. Justice STIRLING to dispose of some of the numerous applications at chambers pending before the last-named judge.

IN ANOTHER COLUMN we print an order for transfer of forty actions from Mr. Justice CHITTY, twenty from Mr. Justice NORTH, and forty from Mr. Justice STIRLING to Mr. Justice KEEWICH for the purpose only of hearing or trial. It will be observed that we have transposed the actions from the order in which they appear in the actual schedule, and have given them in their order of hearing.

THE COURT OF APPEAL No. II. has practically disposed of the appeals which were in the printed list at the commencement of the present sittings, and is now hearing appeals which have been set down since that list was published. Although Court of Appeal No. I. has made a considerable reduction in the cases on the list of Queen's Bench appeals, a substantial *remanet* will have to go over to the Easter Sittings.

IN REVIEWING the present condition of witness actions in the Chancery Division a fortnight ago, we remarked that no other conclusion could be arrived at than that more than one judge should devote his attention solely to the hearing of this class of actions. The pressing need for an increase in the judicial staff appears to have induced the authorities to act, notwithstanding the press of business before the Legislature. There appeared, at last, in Thursday's orders of the day in the House of Commons, a notice of motion for an address by Mr. W. H. SMITH for the appointment of a new judge of the Chancery Division. Under section 18 of the Appellate Jurisdiction Act, 1876, "an address from both Houses of Parliament representing that the state of business in the High Court of Justice is such as to require the appointment of an additional judge" is the authority for such appointment. It will be remembered that last session a similar motion was prevented by the state

of business in Parliament, and it is very much to be hoped that no further delay will be allowed to occur in providing the means for dealing with the arrears in the Chancery Division.

IT HAS YET to be made known what work will be assigned to the new judge. The recommendations of Lord SELBORNE's Committee on this subject are to be found in their report, published in March, 1886. The suggestion of Mr. Justice PEARSON is that there should be five courts; that courts 1, 2, and 3 should at first be devoted to hearing interlocutory matters and non-witness actions, and courts 4 and 5 to witness actions. All writs, when issued, should be assigned by *rota* to courts 1, 2, and 3, with the understanding that, when any witness action was ripe for hearing, it should be transferred to courts 4 and 5—i.e., to these two courts, not to any particular judge. Thus all interlocutory work and non-witness actions would by this plan be confined to three courts, and witness actions to two courts. Besides this, he recommended that one judge in rotation should attend chambers *de die in diem* for a month at a time, leaving the other judges to sit in the courts. This, it will be seen, involves a consolidation of the Chancery Chambers, and Mr. Justice PEARSON went on to suggest this, and to propose a plan under which an action in the Chancery Division should not be assigned to any particular judge, but that the judge who sits in chambers should dispose of all matters in chambers whether he has tried the action or not. From this consolidation of work are to be excepted cases of wards of court, and cases involving the continuous management of property, which are to be attached to the judge who makes the first order. Should these recommendations be carried out, there would be no necessity to provide another court for the extra judge, as one judge would be always absent at chambers, and only five courts would be sitting at one time. The greater part of the plan would require a batch of new rules of court to carry it out, and it is by no means certain that a better one could be devised. The principal objection which might be made to it would be the delay caused by each judge who should come to hear an interlocutory application in a case having to learn much of the previous proceedings in the action, whereas under the present system he often has a full acquaintance with the facts of the case. Another scheme, suggested by Sir HORACE DAVEY, was based upon a plan which divided the court into three branches, with two judges and two courts to each branch, but as the scheme appears to be somewhat imperfect and very complicated in operation, we prefer that of Mr. Justice PEARSON.

THE OPINION of the House of Lords on the Land Transfer Bill seems to accord with that of most lawyers—the more they see of the Bill the less they like it. On the motion for second reading on Tuesday, noble lords fell tooth and nail on the measure. As the Lord Chancellor plaintively remarked, there was no part or principle of the Bill which had not been attacked, and not a word had been spoken in its favour. It was denounced as the very worst method of cheapening land transfer that could be adopted, and as being so framed as to cause a very great amount of friction and vexation in the process of transition from an old system to a new one. Lord KIMBERLEY asked his brother peers whether, looking at the compulsion clause, they "desired to be placed under this legal harrow? The moment a district was declared to be a registered district a man who had real estate within it could not do anything with the land. You must describe the nature of the rights you possess, and everyone who had landed estate, especially building land, must know that there were a great variety of points to be determined before you could put it on the register. It must be remembered that unless there was a perfect army of officers different estates must wait their turn: a considerable time must, therefore, elapse before you could register your land, and during all that time you could not grant leases or perform any of the necessary acts which had to be done from day to day." Throughout the debate the stress of objection was, of course, to compulsion. Peer after peer declared his conviction that it would be absolutely impossible, in the nature of things, that all the land in any one district could be placed on the register within any short space of time, and that the land business of the country would be brought to a standstill. We observe that Lord HERSHELL adopted the view of the writer of the "Observations" on the Bill—that the effect of

the compulsion clause is that an owner cannot deal with any part of his land unless the whole of his land in the district is on the register. We recently offered reasons for thinking that this cannot be the intention; but it is to be observed that the Lord Chancellor did not disclaim the interpretation suggested. This question should be cleared up: it is absurd that a matter of so much importance should be left to be inferred from a few obscure words. The necessity for the scheduling of the rules, on which, as Lord HERSCHELL said, "everything would depend," was strongly urged, and a suggestion by Lord HERSCHELL that "if a system of registration was for the public benefit, so as to make land easily transferable, it was, he contended, expedient that the public should bear the burden of it, or at least that the burden should not rest upon the shoulders of those who by registering a mere possessory title really got nothing in respect of it," was received with "Ministerial cheers." The course of the debate was so unfavourable to the Bill (Lord SALISBURY even intimating that it was desirable that the House should have adequate information as to its exact meaning and effect), that the Lord Chancellor postponed his motion to refer the measure to a Select Committee. With regard to modifications in the Bill, it is to be observed that in his speech on moving the second reading, before the storm of criticism had burst, the Lord Chancellor was very unyielding. As to the question of compulsion, "he adhered both to the general principle and to the method which he put before their lordships last session." But in his observations at the close of the discussion he threw overboard the double registration of vendor and purchaser. That, he said, "was not a cardinal point of the Bill," and it could be settled as the House might hereafter decide.

WHATEVER INFLUENCE the Free Land League may possess in the Legislature is to be exerted against the third reading of the Land Transfer Bill. The sub-committee of the League have issued a short report in which they recommend the second reading of the Bill, because its principles are the compulsory registration of title and amendment of the law of real property, but, when considered in committee, they recommend that all parts should be rejected except Part IV. (alterations in law of real property). Their objections to the portions dealing with registration of title are mainly that, "in order to obtain confirmation of any title as absolute, the applicant is liable to suffer delay of more than five years from the issue of notice by the registering authority that he has made application, which, upon requirement, must be accompanied by deposit of such a sum as the Board may order for expenses, including advertisements during November in each of the five years. No boundary can be confirmed before the year 1894, and without confirmation of extent and boundaries, registration of title is of little or no value. Conveyance should no longer be effected by any deed or instrument, but by registration of title; and charges should be secured by entry upon the register, and not by the instrument of charge. The separate register of leaseholds will add enormously to the applications, for registration will need a separate index, and will tend to defeat the attainment of that economy and uniformity in registration and certificates of title which are recommended by the best experience." With reference to these criticisms, we confess we do not see how confirmation of a title could be possibly conferred without a considerable delay, or without some sort of public advertisement, and the opinion of most lawyers is that five years is too short a time. We should have thought that the procedure laid down for confirmation is at least capable of being so developed as to furnish a cheaper and easier method for granting absolute titles than any yet devised, and it is significant that the Free Land League do not make any counter-proposition to mitigate the hardships in this respect which they deprecate in the Bill. The objection to instruments of transfer being efficacious to pass the estate is one rather of theory than of practice, for though it is true the estate may be still conveyed by unregistered instruments, yet no security is thus obtained. The Free Land League being no friends to leaseholds, it is not surprising that they should object to the register being incumbered with them; but as long as they continue to form so important a class of landed interests it is not easy to see how they could in justice be excluded from the benefit of registration, though to include them would certainly seem likely to create a great deal of complication in the index.

SEVERAL CHANGES were made in committee on the National Debt (Conversion) Bill with a view of rendering more clear the position of trustee-holders and beneficiaries. An amendment to clause 1 was adopted, providing that the receipt of new stock by holders of New Threes who do not dissent "shall not be considered to be a change or variation of investment by the holder"; and a similar amendment was introduced with regard to holders of Consols and Reduced. A clause was added providing that the five shillings per cent. bonus (which may be treated by trustees as income) shall not be subject to income tax. An addition was made to clause 18, providing that "in any Act passed or instrument executed before the passing of this Act, references to any stock liable to be converted or exchanged in pursuance of this Act may, if the stock is so converted or exchanged, be construed as references to new stock." In order to provide for the case of annuities, an amendment was inserted providing that, "when any stock is held by any person upon trust to secure the payment of a fixed income, the holder of the stock shall be authorized to invest the proceeds thereof in any of the securities from time to time permitted by the High Court of Justice for the investment of trust funds, notwithstanding anything to the contrary contained in the instrument creating or regulating the trust." And, lastly, the same principle was extended by an amendment providing that, "when any stock, converted or exchanged by virtue of this Act into new stock, is held by a trustee, such trustee shall be at liberty to sell the same and to invest the proceeds arising from such sale in any of the securities for the time being authorized by the High Court of Justice for the investment of cash under its control, notwithstanding anything to the contrary contained in the instrument creating the trust." We have not been able to obtain an authoritative copy of this last amendment, which was adopted on Wednesday, but we assume that it is correctly reported by the *Times*.

A CORRESPONDENT raised the question last week (*ante*, p. 320) whether a mortgagor is entitled, since the Conveyancing Act, 1881, to pay off the mortgage debt upon giving three months' notice only to the mortgagee. The idea that some change ought to be made under the Act seems to be due to an erroneous impression, countenanced by some of the books, that in giving the mortgagee power to sell on default of payment after three months' notice, it has, at the same time, given him power to call in the money on the same notice. Hence it is inferred that, as the rights of the mortgagor and mortgagee ought to be similar, the mortgagor should now be allowed to pay off his money on three months' notice too. It is a mistake, however, to suppose that the mortgagee's right to call in his money either depends on the Act, or is in any way limited like the exercise of the power of sale in the Act. The mortgage money, after the original default, is always due to him, and he can at any moment require it to be paid off. The right of the mortgagor, on the other hand, is merely the creature of equity, the equity of redemption, which he is only allowed to exercise in an equitable manner. Hence he is bound to give the mortgagee time to look round for other security, and custom has fixed this time at six months. The matter is fully discussed in 2 Burton's Cases with Opinion, 51, and for judicial authority reference may be made to *Browne v. Lockhart* (10 Sim. 424). There does not seem to have been any case on the subject since the Conveyancing Act, but it seems quite clear that the statutory power of sale thereby given cannot be construed to create a similarity between the rights of the mortgagor and mortgagee which has never hitherto been recognized.

It is stated that the Lord Chief Justice, in the absence of the Lord Chancellor, will preside over a tribunal, consisting of several of the judges, which will sit in his lordship's private room at the Royal Courts of Justice on Monday morning next for the purpose of hearing an appeal from a decision of the benchers of the Inner Temple, who recently refused to call a gentleman, formerly a solicitor, to the bar.

During the hearing of an application on Saturday before Mr. Justice Kekewich, his lordship asked to see the office copy of an affidavit made by the respondent. On it being stated that the office copy was in the country, his lordship said that office copies of affidavits ought, as he had frequently pointed out, to be produced to the court, and in future he should, in cases of non-production, adjourn the hearing of the case and direct the costs of the day to be paid by the party in default.

THE COUNTY COURTS CONSOLIDATION BILL.

THE Bill for the consolidation of the County Courts Acts, which has already made considerable progress in Parliament, will, it is to be hoped, become law this session, as it is unquestionably a useful and much-needed measure. Since the establishment of the modern county courts, in 1846, some fourteen County Court Acts have been passed. Of these Acts, two at least have already been repealed *in toto*, while such of them as are prior in date to 1875, have been partially repealed and greatly amended—some, indeed, to such an extent that there is now comparatively little left of their original clauses. By virtue of express provisions therein contained, all the existing County Courts Acts are read together as one Act. These provisions have paved the way for the present Consolidation Bill, which converts into one statute, to be called "The County Courts Act, 1888," the mutilated remains of the various County Courts Acts, which, as already stated, have hitherto been read as one Act.

The present Bill, which consists of nine parts,* not merely consolidates the existing County Courts Acts—though the preamble would lead one to suppose that this was its sole office—but, as will presently be indicated, it also effects certain alterations in the existing law. It is therefore open to the criticism passed upon the Consolidation Bill of last session by Mr. Pitt-Lewis, Q.C., who, in the preface to the third edition of his County Court Practice, describes it as a Bill "which, while professing to merely consolidate the law, in truth clandestinely—for nothing in the Bill directed attention to the change—sought in some respects to alter it." Apart, however, from amendments of obsolete terms and phrases, the present Bill does not make many serious alterations, in or additions to, the existing enactments relating to county courts.

It will be convenient now briefly to criticize the Bill, and also to call attention to the most important of the changes effected by it. With regard to the appointment of deputy judges, it is provided by clause 18 that, in future, the fact of the appointment of a deputy judge and his name shall be forthwith communicated to the Lord Chancellor, and that no deputy judge, when appointed, shall be entitled to act for more than one month at any time, unless with the approval of the Lord Chancellor, though, with such approval, the judge is empowered, as he also is at present (9 & 10 Vict. c. 95, s. 20), to appoint a deputy to act for any time or times, not exceeding in the whole two months in any consecutive period of twelve months. The existing enactments regulating the appointment of deputy judges do not require the judge to notify to the Lord Chancellor the appointment or name of the deputy, nor do they forbid the deputy to act for more than one month without the Lord Chancellor's approval.

The pension of county court judges is regulated by clause 24 of the Bill, which, subject to certain trifling alterations which do not call for special notice, is a mere re-enactment of section 15 of the County Courts Act, 1852 (15 & 16 Vict. c. 54). It is to be regretted, however, that the present Bill does not, in the matter of earning pensions, place the county court judges on the same footing as the judges of the High Court, who, after fifteen years' service, are entitled, as of right, to retire on a pension equal to two-thirds of their yearly salary. On the other hand, to enable a county court judge to claim a pension, "he must be affected with some permanent infirmity disabling him from the due execution of his office." In practice, no doubt, this statutory qualification is disregarded, but it would only be an act of tardy justice to a hard-worked and meritorious judicial body to give them a right to retire upon a pension after a career of long and useful public service. It is scarcely conceivable that, had a clause to this effect been introduced into the present Bill, it would have met with any serious opposition.

The Bill regulates the remitting of actions from the High Court to the county court by two sections. Clause 65 relates exclusively to actions of contract, and gives power to a judge of the High Court to remit any such actions to the county court where the claim does not exceed £50 or has been reduced "by payment, admitted set-off, or otherwise, to a sum not exceeding £50." It also provides that the application for an order to remit an action

may be made by *any party* thereto and at *any time*. This section is a great improvement on existing provisions on the same subject, for it impliedly abolishes the power to direct the trial in the county court of issues in actions of contract pending in the High Court which is given by section 26 of the County Courts Act, 1856 (19 & 20 Vict. c. 108), and, in lieu thereof, allows the power of transfer of actions of contract, given by section 7 of the County Courts Act, 1867 (30 & 31 Vict. c. 142), to be exercised at any stage of the action (instead of only within eight days after service of the writ), and by either party to the action (instead of only by the defendant in any action). It is worthy of comment that this improvement is suggested by Mr. Pitt-Lewis, Q.C., in his County Court Practice (3rd ed., vol. i., p. 837 n (e)), as a means whereby "the confusion which at present often arises under the Act of 1856, in consequence of the trial being held in the county court, and all the other proceedings in the action, both before and after the trial, taking place in the High Court, would be got rid of." In order, however, to render clause 65 of the Bill still more useful, it should provide that the power to remit actions of contract shall be exercised whether the amount claimed be reduced to £50 by payment into court or by payment. Section 26 of the County Courts Act, 1856, is in these terms, while, on the other hand, the words, "by payment into court," are omitted from section 7 of the County Courts Act, 1867, the result of this difference in the language of the two sections being that, while, under the former section, a transfer can take place whether the sum claimed be reduced to £50 by payment, &c., before or after action brought: *Lewis v. Lewis* (36 W. R. 63, 20 Q. B. D. 56), under the latter section the payment which is to have the effect of reducing the original claim below £50 must have been made before action: *Osborne v. Homburg* (24 W. R. 161, 1 Ex. D. 48).

Clause 66 of the Bill provides for the transfer of actions of tort from the High Court to the county court. It, however, calls for no special remark, as it is in substance a mere re-enactment of section 10 of the County Courts Act, 1867.

The 58th clause of the Bill re-enacts section 65 of the County Courts Act, 1846, whereby a somewhat vague and limited equitable jurisdiction is conferred on the county courts. As, however, the enactment thus reproduced is rendered practically obsolete by the much more ample and extensive jurisdiction conferred upon the county courts by the County Courts Equitable Jurisdiction Act, 1867 (28 & 29 Vict. c. 99), it seems useless to re-enact it.

The 67th clause of the Bill concerns the equitable jurisdiction of the county courts. It re-enacts all the clauses of section 1 of the County Courts Act, 1865 (28 & 29 Vict. c. 99), except clause 8, which confers on the county courts a limited power to grant injunctions as incidental to other relief. This omission is obviously accounted for by the fact that an extensive general power of granting injunctions is now conferred on the county courts and upon every inferior court by section 89 of the Judicature Act, 1873, which, except that it does not entitle them to restrain by injunction actions which may be pending in another court, is much more comprehensive in character than the previous enactments on the subject. It is, perhaps, matter for regret that this provision is not incorporated in the present Bill. It should, however, be remembered that the Bill professes merely to *consolidate* the various County Courts Acts, and not to *codify* the laws relating to the county courts.

The 75th clause of the Bill regulates in what courts equity proceedings shall be taken. This clause is made up of section 10 of the County Courts Act, 1865, *minus* sub-sections 5 and 6 thereof, and *plus* section 11. The omitted sub-sections provide that proceedings for the specific performance, or the delivery up, or cancelling, of agreements, and all matters under the County Courts Act, 1865, not specifically provided for, shall be taken in the county court of the district of which the defendants, or any one of them, shall reside or carry on business. Why these sub-sections have been altogether left out is not apparent. When the Bill is in committee, possibly some satisfactory explanation on the subject will be afforded.

The clause of the Bill which deals with the subject of default summonses (clause 86) reduces the period within which the defendant may give notice to the plaintiff of his intention to defend from sixteen days to eight days, and enables the plaintiff to have judgment entered up against a defendant who has not given such notice after eight days from the day of service, instead

* Part I., Courts; Part II., Judges and Officers; Part III., Jurisdiction and Law; Part IV., Procedure and Trial; Part V., Appeals, &c.; Part VI., Replevin, Recovery of Tenements; Part VII., Execution, Commitment; Part VIII., Rules, Fees, Fines, Unclaimed Money in Court; Part IX., Miscellaneous Provisions.

of after sixteen days from the day of service, which, at present, is the period prescribed for the purpose.

Clause 90 of the Bill confers power upon registrars of county courts to enter up judgment for the plaintiff where a defendant to an action of contract does not appear at the hearing. Under the existing enactment on the subject the registrar can exercise this power only by leave of the judge (30 & 31 Vict. c. 142, s. 16), but clause 90 of the Bill enables him to do so "by leave of the judge, or in case of the judge's death or unavoidable absence." Moreover, clause 92 of the Bill enables the registrar to exercise a similar power, in case of the judge's death or unavoidable absence, where a defendant appears and admits the claim, though this power can now only be exercised by leave of the judge: 30 & 31 Vict. c. 142, s. 17.

The 107th clause of the Bill enables a defendant to pay money into court in full satisfaction of the plaintiff's demand, thus substantially re-enacting the provision for that purpose contained in section 82 of the County Courts Act, 1845. In this connection it may be well to point out that, though the enactment last referred to impliedly prohibits payment into court with a denial of liability, it has recently been held that the County Court Rules, 1856, enable a defendant in a county court action to do so, thus placing him, in this respect, on the same footing as a defendant in a High Court action: *Harper v. Davis* (36 W. R. 77, 19 Q. B. D. 170). As the Bill under discussion is, as already explained, more than a mere rigid Consolidation Bill, it would be advantageous, and not inappropriate, to include in it a clause declaratory of what the judges have, in the case just cited, held to be the rule in regard to payment into court in county court actions.

The right and mode of appeal to the High Court in county court cases is mainly dealt with by clause 120 of the Bill. This section unites within its four corners nearly all the existing provisions governing the right and mode of appeal from county courts, rejecting, however, therefrom all that is now obsolete. No less than seven sections, scattered through various Acts of Parliament, have been laid under contribution by the framers of the Bill in order to form clause 120. It is, however, submitted that it would be better to keep distinct from one another the *right* of appeal and the *mode* of appeal, and to deal with each of these subjects in a separate clause. With regard to the mode of appeal, it is to be noticed that clause 120 provides that "it shall be in such manner and subject to such conditions as may be for the time being provided by the rules of the Supreme Court regulating the procedure on appeals from the inferior courts to the High Court." This provision will effectually, if the Bill passes, withdraw from controversy the question whether the High Court Rules, made in pursuance of section 23 of the Judicature Act, 1884, operate to abolish the appeal by special case given by the County Courts Act, 1850 (13 & 14 Vict. c. 61), s. 13—(see *Pitt-Lewis' County Court Practice*, 3rd ed., vol. i, p. 627 *et seq.*). It will still, however, remain open to controversy what is the proper mode of appeal, where a special statutory jurisdiction has been conferred on the county courts, with an express provision that the appeal under the special Act shall be in the form of a special case. It was generally understood that *Reg. v. Kettle* (17 Q. B. D. 761), had established that all appeals from county courts must, in future, without any exception, be by motion. The language of the learned judges (Wills and Grantham, JJ.) who decided this case certainly bear this construction. However, it would seem, from *obiter dicta* subsequently uttered by them, that all they intended to decide in *Reg. v. Kettle* was that the present rules governing appeals from county courts forbid a resort to appeal by special case in ordinary county court actions, and that the question whether, where a right of appeal by special case is given by statute under special circumstances, the appeal must, notwithstanding, be by motion, as provided by the High Court Rules, is still undetermined: *Wilkinson v. Jagger* (36 W. R. 169, 20 Q. B. D. 423).

With regard to the removal of actions from the county court to the High Court, clause 125 of the Bill enables any action to be removed into the High Court "if the High Court or a judge thereof shall deem it desirable that the action or matter shall be tried in the High Court." At present, this power cannot be exercised unless the debt or damage exceed £5 (9 & 10 Vict. c. 95, s. 90).

The 152nd clause of the Bill enables a judge to suspend execution

or order a discharge "if it shall at any time appear to the satisfaction of the judge that the defendant in any action is unable, from sickness or other sufficient cause, to pay and discharge the debt or damages recovered against him or any instalment thereof." The existing provision on this subject is contained in section 105 of the County Courts Act, 1845 (9 & 10 Vict. c. 95), which, though almost identical in terms with clause 152 of the Bill, requires that the judge shall satisfy himself of the defendant's inability to pay "by the oath or affirmation of any person or otherwise." The omission of these words from clause 152 is, however, really not material, and it will still be, as it is at present, optional with the judge in any case to require an oath or affirmation as to the defendant's inability to pay, should this course seem desirable to him.

The 161st clause of the Bill extends the power of committal for contempt to cases where any person shall wilfully insult a witness. In other respects, however, this section is a mere re-enactment of section 113 of the County Courts Act, 1846 (9 & 10 Vict. c. 95).

THE EFFECT OF THE POSSESSION OF TITLE DEEDS ON A MORTGAGEE'S SECURITY.

THE late Sir Henry Maine called attention in one of his later works to the artificial nature of large parts of the law, and to the sudden oblivion to which a simple legislative change may consign them. This has been abundantly illustrated in the English law of real property, and if there should ever be passed a measure involving general registration of title another huge portion of case-made law will lie useless in the books. As that time, however, has not come, and may be indefinitely postponed, it may be well to call attention to a point which has been repeatedly declared to be settled, but which, nevertheless, constitutes a real danger in dealing with land. We refer to the security conferred upon an incumbrancer by the possession of title deeds.

It was stated long ago by Mr. Justice Buller, as an established rule in equity, that a second mortgagee who has the title deeds, and is without notice of any prior incumbrance, is to be preferred to the first mortgagee, on the ground that the latter, by not having them in his possession, enables his mortgagor to commit a fraud: *Goodtitle v. Morgan* (1 T. R. 762). But this doctrine took no notice of the protection conferred by the legal estate, and was soon decisively rejected. This was done by Lord Eldon in *Evans v. Bicknell* (6 Ves. 173), who stated the true doctrine to be "that the mere circumstance of parting with the title deeds, unless there is fraud, concealment, or some such purpose, or that gross negligence that amounts to evidence of a fraudulent intention, is not of itself a sufficient ground to postpone the first mortgagee" (p. 190).

This, then, has given the key to the later decisions. A first mortgagee is safe under the protection of the legal estate unless he has parted with the title deeds under circumstances which point to fraud or negligence so gross as to raise a presumption of fraud. As to the first of these points, it is unnecessary to say anything; if actual fraud can be proved, the first mortgagee must clearly be postponed. But this is very seldom the fact, and nearly all the numerous cases have arisen upon the second point, which is by no means a clear one. It may be difficult to decide in any given case whether negligence is to be estimated as gross or not, but the difficulty is indefinitely increased when we have to consider whether negligence has to be treated as fraudulent.

The contradiction involved in these terms was well pointed out by Fry, L.J., in *Northern Counties Fire Insurance Co. v. Whipp* (32 W. R. 629, 26 Ch. D. 490): the essence of fraud is design, and the essence of negligence is forgetfulness, which involves absence of design. Hence we must treat Lord Eldon's rule as a declaration that, inasmuch as only fraud can displace the legal estate, and inasmuch as gross negligence ought to have that effect, therefore gross negligence shall, for this purpose, be treated as fraud—in other words, that the omission to do what is ordinarily done by honest men is to be treated as conclusive evidence of a fraudulent intention.

Thus, by means of constructive fraud, the law may be made intelligible and the rule applied in such a manner as to work substantial justice. For there is no doubt that, as between a second mortgagee who has been diligent in getting the deeds, and a first

mortgagee who through carelessness or ignorance has not had them, or has not retained them, in his possession, the former ought, as a matter of abstract justice, to be preferred. The old ground, however, upon which the rule was based has been discredited, for legal fictions are on the wane, and constructive fraud is not now favoured; the new ground upon which the rule might have been placed—that a mortgagee is bound at his peril to use the diligence of a prudent man, a ground well known to the common law—has not been adopted; and in the meantime that curious entity, the legal estate, is likely to be left in possession of the field.

It will not be necessary to refer to many cases. Our present purpose is to point out the tendency of the law in favour of mortgagees who have been merely careless or ignorant. At one time it seemed as though Lord Eldon's rule would suffer the reasonable modification of being based either on fraud or gross negligence. Thus, in *Perry Herrick v. Attwood* (6 W. R. 204, 2 De G. & J. 37), it was said by Lord Cranworth, C., that the first mortgagee without the title deeds is not to be postponed, "unless he has been guilty of something which the law calls fraud or gross negligence." The rule was repeated in this form by the same judge in *Collyer v. Finch* (5 H. L. C. 928), where he said:—"In order to deprive the first mortgagee of his legal priority, the party claiming by title subsequent must satisfy the court that the first mortgagee has been guilty either of fraud or gross negligence, but for which he would have had the deeds in his possession." This is clear enough, and as it occurs in a decision of the House of Lords, it might have been taken to have settled the matter. But unfortunately, in a later part of the judgment, the Lord Chancellor used the expression "gross negligence, so gross as to be tantamount to fraud," and these words were quoted by Fry, L.J., in *Northern Counties Fire Insurance Co. v. Whipp* (*ubi supra*) to shew that he did not mean to depart from the old statement of the rule.

It is true that Fry, L.J., after arriving at the conclusion that the legal mortgagee will, in general, only be postponed when he has assisted in, or connived at, the mortgagor's fraud, goes on to say that of such assistance or connivance, "the omission to use ordinary care in inquiry after, or keeping, title deeds may be, and in some cases has been, held to be sufficient evidence, where such conduct cannot otherwise be explained," but the force of this is lessened by his subsequent remark that "the court will not postpone the prior legal estate to the subsequent equitable estate on the ground of any mere carelessness or want of prudence on the part of the legal owner" (p. 494). From this it seems to follow that, if the legal owner can show that his omission to hold the title deeds is due to mere carelessness or want of prudence, this will be a sufficient explanation to rebut the presumption of fraudulent intention.

There is little doubt that this is carrying the law in favour of the legal mortgagee much further than has ever been done before, and in particular it is quite contrary to *Clarke v. Palmer* (21 Ch. D. 124). It is the necessary consequence, however, of discarding the old notion of gross negligence being constructive fraud. As we have already pointed out, it would have been easy to replace this by considering a legal mortgagee to be under a duty, towards subsequent dealers with the property, to use at his own peril the care of the average prudent man, but this view was decisively rejected by the House of Lords in *Agra Bank v. Barry* (L. R. 7 H. L. 157), and also by Fry, L.J., in his judgment above. There seems, then, to be no help for the conclusion that gross negligence merely raises a presumption of fraud, if such a thing is possible, against the first mortgagee, and, if he can give an explanation of his conduct which does not shew fraud, even though it establish carelessness or ignorance, that this is sufficient to save his priority. This is equivalent, in point of fact, to saying that actual fraud must be proved against him, and, accordingly, this view of the decision was taken by North, J., in *Manners v. Mew* (29 Ch. D. 725): "The decision was that what must be shewn in order to postpone a legal mortgage is fraud, and nothing else."

The result, then, is that diligence is of no use as against carelessness and ignorance, provided the latter are fortified by the legal estate. It is possible that hereafter the House of Lords may restate the rule in *Collyer v. Finch* (*ubi supra*) without the subsequent modification which, in the judgment of the Court of Appeal, robs it of its effect; or it is possible that new legislation

in regard to the transfer of land may make any such decision unnecessary. But till one of these events happens, the law on this point seems to be in as unsatisfactory a state as possible.

REVIEWS.

GENERAL AVERAGE.

THE LAW OF GENERAL AVERAGE, ENGLISH AND FOREIGN. By RICHARD LOWNDES, Average Adjuster. FOURTH EDITION. Stevens & Sons.

The last edition of this now well-known work appeared as far back as 1878, but, as Mr. Lowndes tells us in his preface, he has been waiting until the "ugly chasm open in the very midst of the law of general average" caused by the long litigation of the questions raised in *Atwood v. Sellar* (5 Q. B. D. 286) and *Seend en v. Wallace* (10 App. Cas. 404) was to some extent (for Mr. Lowndes points out that some part of the question is "presumably left open for reconsideration hereafter") filled up by the decision of the House of Lords in the latter case. The book is one which shews a mastery of its subject. After a learned, but not too long, historical introduction, the author treats successively of the "general principles" of average, "sacrifices of cargo," "sacrifices of ship," "extraordinary expenditure," and "adjustment of general average," fully commenting on the cases and the opinions of other authors and editors where necessary, giving copious extracts from the more important judgments, comparing English with foreign law, dealing critically with the decisions in the United States, and stating the practice of average adjusters. Prefixed to the book there is a valuable comparative table of the laws of general average in the countries of Europe and America; and the Roman civil law, together with the laws of France, Belgium, Germany, Italy, Holland, Sweden, Norway, Denmark, Russia, Spain, Portugal, the United States, the Argentine Republic, Uruguay, Peru and Chili, and Brazil are printed at length in the original languages, with translations, in a set of appendices; the law of the United States, which is taken in the main from Mr. Gourlie's book, being very fully and freely criticized, Mr. Lowndes having already doubted in a note to the text whether one of the decisions (*Nimick v. Holmes*, 25 Pennsylv. 366) is "good American law." We observe that the index is very meagre, occupying eleven pages only, while the book occupies nearly 700.

MARITIME LAW DECISIONS.

ALPHABETICAL REFERENCE INDEX TO RECENT AND IMPORTANT MARITIME LAW DECISIONS. By ROBERT R. DOUGLAS. Stevens & Sons.

These pages give the result of "most of the recent, and several of the more important and less recent," maritime law decisions (including a few by inferior courts) under heads alphabetically arranged, with copious cross references. The legal reports are not referred to, but the dates of the decisions and the names of the judges are given. The only mistake we have been able to discover is that the decision of Pollock, B. (styled Pollock, J., by Mr. Douglas), in *Clarke v. Millwall Dock Co.* is not stated to have been affirmed (see 34 W. R. 698). Mr. Douglas should have stated the date from which the index begins; we have not found a reference to any decision earlier than 1857. The book is handy, but we doubt whether it would be of much value to a lawyer, who likes to have all, and not only a selection, of cases in "reference indexes" and similar works. We gather, however, that the work is chiefly intended for mercantile men.

CORRESPONDENCE.

THE RESOLUTIONS ON THE LAND TRANSFER BILL.

[To the Editor of the Solicitors' Journal.]

Sir,—The thoughtful and accurate study of the main provisions of the Land Transfer Bill disclosed by most of the resolutions passed at last week's Conference at the Law Institution deserves acknowledgment. Apart from the questions of policy to which you referred last week, there is only one criticism I have to make upon them, and that is that resolutions 7 and 8 ignore the "inhibition" provided by the Bill, and then find fault with the "caution" for not doing duty for both.

The Bill offers two forms of protection. One of these is the "caution," the other is the "inhibition." The caution is modelled on the *distringas*, delaying the completion of any dealing until the lapse of fourteen days from the dispatch of notice to the cautioner.

Its convenience consists in the ease with which it is applied, and in its requiring but little evidence for its application; but, as a consequence, it affords only a temporary protection. At the same time, however, it insures to the party interested a practical certainty that no dealing will take place without his knowledge, which may easily happen under the present system of conveyancing. For, if (as is usual) the address of a cautioner for service of notices is given at his solicitor's office, there is no danger of the post missing him during a temporary absence from home. The system of cautions (under the name of *caveats*) has worked excellently in Australia, giving beneficiaries a sense of security that they did not possess under the old law, and, so far as I have been able to learn, offering no serious obstacle to the dispatch of registry business. At the end of the prescribed fortnight after notice, if the cautioner has done nothing to substantiate an objection to the sale, the caution expires, and the purchaser gets a good title.

It will easily be seen that, should the caution require anything actively to be done by the cautioner, or by anyone else, before registering any dealing, it would be necessary to exercise much more circumspection in placing cautions on the register than is consonant with their extended use. If any more efficient safeguard be required, the "inhibition" affords the proper means of obtaining it. An inhibition may be in almost any form, according to the needs of the case, but its one main distinguishing feature is that it forms an absolute bar to the completion of any dealing until a prescribed condition is actually fulfilled, till some person's consent is obtained, for instance, till some fixed date has arrived, till some event has been brought to pass. Circumstances may be, no doubt, imagined in which such a protection is a proper and necessary one to apply, but it would be altogether too much to allow every nervous beneficiary to place such an impediment in the way of the transaction of business, merely on the ground that he is interested in the property.

The caution is, perhaps, but a slight protection for beneficiaries against breaches of trust, but it is more in most cases than can be obtained by any means under the existing law; it is applicable with great ease, and the only impediment a frivolous caution imposes to the transaction of genuine business is a fortnight's delay; after that, unless substantiated, it expires; moreover, if such delay causes loss, the cautioner is liable. The inhibition affords ampler protection, and may even amount in imaginable cases (for instance, a conveyance for a church) to an absolute prohibition to sell or mortgage; but, inasmuch as this power is liable to abuse, it requires the special consent of the court or of the registering authority before it can be imposed.

X.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE—CHANCERY DIVISION. ORDER OF COURT.

Thursday, March 22, 1888.

WHEREAS, from the present state of the business before Mr. Justice Chitty, Mr. Justice North, Mr. Justice Stirling, and Mr. Justice Kekewich respectively, it is expedient that a portion of the causes assigned to Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling, should, for the purpose only of hearing or of trial, be transferred to Mr. Justice Kekewich; Now I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the several causes and matters set forth in the Schedule hereto be accordingly transferred from the said Mr. Justice Chitty, Mr. Justice North, and Mr. Justice Stirling, to Mr. Justice Kekewich, for the purpose only of hearing or of trial, and be marked in the cause books accordingly. And this order is to be drawn up by the Registrar, and set up in the several offices of the Chancery Division of the High Court of Justice.

HALSBURY, C.

[The schedule contains the following cases, which are given here in the order in which they will be heard]:—

Re Trafford, Nixon v Fogg	Stirling, J	16 July, 1887
Gill v Hunt	"	16 "
Sanders v Morie	"	19 "
Re Jenkins, Jenkins v West	"	19 "
Houdret v Paterson	"	20 "
Smale v Bullock	"	21 "
Briton, &c., Assurance Society v Scott	"	23 "
Re Darbon, Darbon v Collis	"	27 "
Re Whitehead, Whitehead v Whitehead	"	9 Aug, 1887
Russell v Bartlett	"	11 "
Tulk v Philp	"	11 "
Worthy v Richardson	"	12 "
Harvey v Blount	"	12 "
Whelan v Palmer	North, J	17 "
Negus v Wallis	Stirling, J	18 "
Briton Assurance Society v Bradley	"	19 "
Morgans v Morgans	"	22 "
Cox v Clear	North, J	31 "

Radclyffe v Colson	North, J	26 S-pt, 1887
Marsh v Jones	Stirling, J	27 "
London and Hanseatic Bank (Limited) v Mendel	"	24 Oct, 1887
Re Campbell, Brandon v Curtis	North, J	25 "
Cray v Elkan	"	26 "
Errington v Lewis	"	27 "
Harrison v Pyatt	Stirling, J	27 "
Bourjeaud v East Lon	"	31 "
Charsley v Coaks	North, J	1 Nov, 1887
Beddoes v Piercey	"	2 "
Turner v Dry Docks	Stirling, J	3 "
Wells v Hammond	North, J	4 "
Re Platt, Platt v Platt	"	5 "
Tubb v Tubb	Stirling, J	5 "
Re Duckett, Duckett v Craven Bank (Limited)	North, J	9 "
Muskett v Poole	"	9 "
Lloyd v Attree	"	9 "
Birchall v Arnold	Stirling, J	9 "
Siemens v Neilson	North, J	17 "
Ford v Ford	"	18 "
Thorlander v Davison	Stirling, J	19 "
Short Healy v Benham	North, J	22 "
The Bristol Port, &c., Railway Co v Mayor, &c., of Bristol	Stirling, J	22 "
Jones v Hutson	Chitty, J	23 "
Ghigliottii v Smith	North, J	23 "
Baker v Baker, White v Baker	"	23 "
Coats v Waller	"	24 "
Adames v Grenier	Stirling, J	24 "
Taunton v Scottish Equitable Life, &c., Society	"	24 "
Denman v Batten	"	24 "
Willoughby v Dadd	Chitty, J	26 "
Atterton v Edwards	North, J	28 "
Bracewell v Bracewell	Chitty, J	29 "
Gardiner v Morgan	Stirling, J	29 "
The Nahmeschinen, &c. v Pickford & Co	Chitty, J	30 "
Heap v Pickles	Stirling, J	2 Dec, 1887
Hilton v Tucker	"	5 "
Brown v Clark	Chitty, J	7 "
Quan v Dore	"	8 "
Keith v Arnot	"	9 "
National Thrift Building Society v Day	Stirling, J	10 "
Charrington v Williams	"	10 "
Miller v Miller	Chitty, J	12 "
Cunningham v Whittles	"	13 "
Siemens Bros v Siemens	"	14 "
Patrick v Lord Barwick	"	14 "
Ramsden v May	Stirling, J	16 "
Sullyman, &c., Trading Co v Harris	"	17 "
Moger v Brumby	Chitty, J	19 "
Re Harris, Vowell v Gamlen	Stirling, J	19 "
Caspar v Glass Decoration Co (Limited)	Chitty, J	21 "
Carling & Co v De Beer	Stirling, J	22 "
National Provincial Bank of England v Sheffield	"	22 "
Cole v Saqui & Laurence	Chitty, J	24 "
Howes v Christian	Stirling, J	28 "
Luck v Wood	"	28 "
Rowe v Bazeley	Chitty, J	29 "
M. M. Allden v Stubbs	"	2 Jan, 1888
F. M. Allden v Stubbs	"	2 "
Hare v Cock	"	5 "
Sell v Sell	"	6 "
Lloyd v Anglo-Montana Mining Co (Limited)	"	6 "
Dove v Swinden	"	7 "
Hogg v Laird	"	7 "
Tickelpenny v Army and Navy Co-operative Society (Limited)	"	9 "
Evans v Roberts	"	10 "
Johnstone v Francis and another	"	10 "
Kamena v Central Bank of London (Limited)	"	16 "
Baroness De Ros v Countess of Wilton Earl of Wilton v Baroness De Ros	"	20 "
Oddy v Smith	"	24 "
Franklin v Davis	"	24 "
Harris v Clarke Clarke v Harris	"	25 "
Rosher v Crannis	"	26 "
Gwatkin v Lloyd	"	27 "
Re Heald, Heald v Heald	"	1 Feb, 1888
Clay v Hazzopulo	"	6 "
Moodie v Pollock	"	7 "
Browne v Alturas Gold (Limited)	"	9 "
Aslatt v London and South-Western Railway Co	"	9 "
Tetley v Griffith	"	10 "
Malvern Hills Conservators v Foley	"	10 "
Clayson v Leech	"	13 "

Mr. Justice Stirling will sit in chambers on Monday, March 26, as usual; and on Wednesday next, March 28, he will take thirty counsel cases in chambers, sitting in court, commencing with the A. to F. Division at 10.30.

CASES OF THE WEEK.

COURT OF APPEAL.

THE CELLA—No. 1, 19th March.

REPAIRS TO SHIP—PROCEEDINGS IN REM—ARREST OF SHIP—LIEN—SECURITY—ADMIRALTY COURT ACT, 1861 (24 & 25 VICT. c. 10), ss. 4, 35.

The steamship *Cella* put into Halifax for repairs, and the plaintiff executed the repairs to enable her to proceed on her voyage to England, which she did. While the ship was under arrest at the suit of the master for wages and disbursements, the plaintiff took proceedings *in rem* against the ship under the Admiralty Jurisdiction Act, 1861, to recover the sum due for repairs. The master's action was settled, and the mortgagee of the ship intervened in the plaintiff's action, and an order by consent was made (the company who owned *The Cella* not having entered an appearance) that the ship should be released, the mortgagee undertaking to pay to the plaintiff whatever the plaintiff could, if arrest continued, recover from the ship after satisfying prior incumbrances. The company who owned *The Cella* shortly afterwards was ordered to be wound up, and a liquidator was appointed. The mortgagee sold the ship, and an order was made upon him for an account, and upon the account being taken there remained a balance in his hands of £937 after payment of his mortgage and prior incumbrances. This sum was paid into court, and the plaintiff claimed it. The liquidator of the company also claimed it on the ground that, until judgment, the plaintiff had no lien so as to become a secured creditor, and that, therefore, the money belonged to the general body of the creditors of the company. Sir James Hannen ordered the money to be paid out to the plaintiff.

THE COURT (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed this judgment. They held, following the opinions expressed in *The Two Ellens* (20 W. R. 592, 4 P. C. 161), *The Piece Supérieure* (22 W. R. 777, 5 P. C. 482), and *The Heinrich Bjorn* (33 W. R. 719, 10 P. D. 44), and from analogy to the cases of *Ex parte Banner* (9 Ch. 378) and *Ex parte Boucard* (28 W. R. 129, 12 Ch. D. 26), that, though there was no maritime lien, the ship was a security for the claim of the plaintiff from the moment of arrest, which was co-incidental with the service of the writ in the action, and that nothing that happened subsequently, such as bankruptcy or liquidation, could affect that security.—COUNSEL, Stokes; J. P. Aspinall. SOLICITORS, Stokes, Saunders, & Stokes; Dotterell & Roche.

WAITE v. WORLAND—No. 2, 20th March.

HUSBAND AND WIFE—JUDICIAL SEPARATION—EFFECT UPON PROPERTY SETTLED TO SEPARATE USE OF WIFE WITHOUT POWER OF ANTICIPATION—MATRIMONIAL CAUSES ACT (20 & 21 VICT. c. 85), ss. 21, 25.

In this case the question was whether, when a married woman obtains a decree for a judicial separation, it has the effect of removing the restraint on anticipation upon property settled to her separate use for her life, without power of anticipation, of which she was in possession before the date of the decree. Section 25 of the Act 20 & 21 Vict. c. 85 provides that "in every case of a judicial separation the wife shall, from the date of the sentence and whilst the separation shall continue, be considered as a *feme sole* with respect to property of every description which she may acquire, or which may come to or devolve upon her, and such property may be disposed of by her in all respects as a *feme sole*, and on her decease the same shall, in case she shall die intestate, go as the same would have gone if her husband had been then dead." Section 21 provides that a wife deserted by her husband may, at any time after such desertion, apply to a police magistrate, or to justices, or to the court for an order to protect her earnings or property against her husband and his creditors, and that "such magistrate, or justices, or court, if satisfied of the fact of such desertion, and that the same was without reasonable cause, and that the wife is maintaining herself by her own industry or property, may make and give to the wife an order protecting her earnings and property, acquired since the commencement of such desertion, from her husband and all creditors and persons claiming under him, and such earnings and property shall belong to the wife as if she were a *feme sole*." In the present case a lady married in 1863, and in 1869 she obtained a decree for a judicial separation. Under the will of a testatrix, who died in November, 1862, she was entitled to the income of a legacy, for her separate use without power of anticipation, the fund being, subject to her life estate, given to her children as she should appoint. She had executed an appointment in favour of her daughter, and she and the daughter petitioned for the payment of the fund (which was in court in the action) to them. The husband was living, and the judicial separation was continuing. Kay, J., refused the application.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) affirmed the decision. COTTON, L.J., was of opinion that section 25 did not apply to this property. It provided that, from the date of the separation and during its continuance, the wife should be considered as a *feme sole*, not in all respects, but "with respect to property which she may acquire, or which may come to or devolve upon her." Those words limited the effect of the section, and the only question was whether this property could be said to have been "acquired" by the wife, or to have "come to or devolved upon her" after the decree for separation, and during the continuance of the separation. In his lordship's opinion it could not. She was entitled to the property before the decree was made, and nothing had happened since in the nature of "acquisition" or "coming to" or "devolution." The cases cited were (with one exception) clearly distinguishable. In *Re Insole* (1 Eq. 470) the wife was, before the separation

decree, entitled to a reversion, which fell into possession afterwards during the continuance of the separation, and it might well be considered as "coming to or devolving upon" the wife after the decree. In *Re Coward and Adams's Purchase* (30 Eq. 179) there was a legacy charged upon land, of which, as Jessel, M.R., held, neither the wife nor her husband could, while they were living together, have required payment. But after the separation decree the owner of the land paid the legacy to the wife, and she gave a receipt for it, and Jessel, M.R., held that section 25 applied. In *Davies v. Croyke* (30 Ch. D. 500) the property came to the wife after the separation decree, and Bacon, V.C., held that it was not bound by a covenant to settle property which she might acquire during the coverture. Whether that decision was right or wrong it had nothing to do with the present case. The other case was *Cooke v. Fuller* (28 Beav. 99), which was very like the present case. But the report was very short, and no reasons were given for the decision. If Lord Romilly, M.R., meant to decide that, in a case like the present, the wife was, after the decree, to be considered a *feme sole* with respect to property which had come to her before the decree, his lordship thought the decision was wrong, and he must decline to follow it. But he doubted whether that was really the decision. LINDLEY, L.J., said that in no sense of the words (in the absence of decision) could it be said that this property had been acquired by, or had come to, or devolved upon, the wife since the separation decree. *Cooke v. Fuller* was not a decision on section 25, but on section 21, which was very differently worded, and the property had come to the wife after the desertion. BOWEN, L.J., concurred. The words of section 25 were as plain as they could well be; they limited the property to which the wife was to be entitled under that section to property which she might acquire, or which came to or devolved upon her after the separation decree. The cases cited were all distinguishable. He agreed in what had been said about *Cooke v. Fuller*. The language of the Act admitted of no doubt.—COUNSEL, Dundas Gardiner; Whiteway. SOLICITORS, Dangerfield & Blythe.

Re BUTLER, HUGHES v. ANDERSON—No. 2, 15th March.

JOINT TENANCY—SEVERANCE—MARRIAGE OF FEMALE JOINT TENANT—CHOSE IN ACTION.

The question in this case was, whether the joint tenancy in a *chose in action* had been severed by the marriage of one of the joint tenants (a woman). A testator, who died in August, 1865, by his will, executed in February, 1865, bequeathed to his executors, one of whom was his wife, certain leasehold property, furniture, policy-moneys, and all other property belonging to him at his death, upon trust to pay his debts, and he directed that the residue should be appropriated to the support of his widow and her two children, a daughter and a son. The testator left no real estate, and the residue of his personal estate, which amounted to £849, was in 1867 invested in the purchase of a sum of £311 Bank Stock, which was transferred into the names of the then two surviving executors, of whom the widow was one. In April, 1868, the widow married the defendant Anderson. In August, 1868, the testator's son died, leaving a widow and an infant child. The testator's daughter had previously died an infant, and unmarried. In July, 1867, the Bank Stock was transferred into the names of Mrs. Anderson and the plaintiff, who were appointed new trustees of the testator's will. Anderson (her second husband) had never done anything to reduce the Bank Stock into possession. The action was brought (by originating summons) by the new trustees of the testator's will, against Mr. and Mrs. Anderson and the widow and infant child of the testator's son, to determine who was entitled to the Bank Stock. North, J., held that, on the construction of the will, the widow and the son and daughter of the testator became, on his death, entitled to the residue of his estate as joint tenants. But North, J., held, on the authority of *Baillie v. Treherne* (17 Ch. D. 388), that the second marriage of the widow in 1868 effected a severance of the joint tenancy, and that Mrs. Anderson became thereupon entitled to one-third of the Bank Stock in severalty, and that the other two-thirds belonged to the legal personal representative of the testator's son, who was the survivor of his two children.

THE COURT (COTTON, LINDLEY, and BOWEN, L.JJ.) reversed the decision, holding that the joint tenancy was not severed by the marriage of the widow, and that the whole of the stock devolved on her as the survivor of the joint tenants. COTTON, L.J., said that it was stated in *Coke upon Littleton*, p. 185, that "two *femes*, joint tenants of a lease for years, one of them taketh husband and dieth, yet the term shall survive, for though all chattels real are given to the husband, if he survive, yet the survivor between the joint tenants is the elder title, and after the marriage the *feme* continued sole possessed; for, if the husband dieth, the *feme* shall have it, and not the executors of the husband. But otherwise it is of personal goods." But at p. 351b. it was said, "The marriage is an absolute gift of all chattels personal in possession in her own right, whether the husband survive the wife or no; but, if they be in action, as debts by obligation, contract, or otherwise, the husband shall not have them unless he and his wife recover them." This showed that in the former passage *Coke* was speaking only of goods passing by delivery. In *Re Barton's Trusts* (10 Hare, 12), Turner, V.C., said (p. 14):—"In the case of chattels real the joint tenancy is not severed by the marriage, because the property does not vest in the husband; but, in the case of chattels personal, it is severed by the marriage, because the property does vest in him. In the present case the property was a mere chattel personal, but the wife's interest was reversionary, and therefore the title of the husband or his assigns could not arise till after the death of the wife in his lifetime. The case, therefore, seems to me to fall within the principle of the rule which applies to chattels real, and not of the rule which applies to chattels personal; and consequently the joint tenancy was not severed by the marriage, but continued till the death of the wife." But it was clear

that by "chattels personal" he meant chattels passing by delivery. A wife's *chose in action* did not vest in the husband by the marriage, and he could not assign it. There was no reason why a woman's marriage should produce a greater effect on her *chose in action* than on her chattels real. In *Baillie v. Treharne Malins, V.C.*, was wrong in saying that the marriage of a woman operated as an assignment of her *chose in action*. LINDLEY, L.J., said that the only intelligible rule was laid down in *Bracebridge v. Cork* (2 Plowd. 417). In that case a lease for years granted his estate to a *feme covert* and another, and the question was "whether or no thereby the term remained in jointure, or if the jointure was dissolved by the interest of the husband. And the court held the law to be that, if a man who has a lease for years grants his term to a *feme covert* and another, or if a *feme covert* and another are joint tenants for years, and she takes husband, the jointure is not dissolved, but continues. But otherwise it is of chattels personal; for if a woman who has personal goods takes husband, the law divests the property out of the wife and vests it in the husband only. And so it is if a stranger gives personal goods to a *feme covert* and another, the jointure is presently severed by the law, so that the whole shall not go to the survivor of the wife or the other, but the husband and the other are tenants in common presently, and the title of such of them as first dies shall go to the executors; for chattels personal are esteemed in law of less value, and are of a baser degree, than chattels real, and so there is a diversity between them. Therefore here, inasmuch as this is a chattel real, the coverture of the wife makes no severance of the jointure." The marriage of a woman did not vest the property in her *chose in action* in the husband, and, therefore, if she was a joint tenant of a *chose in action*, the marriage did not sever the joint tenancy. BOWEN, L.J., concurred.—COUNSEL, *Cogens-Hardy, Q.C.*, and *Marley; Cookson Crackanthorpe, Q.C.*, and *Theobald*. SOLICITORS, *Collis & Mallam*.

HIGH COURT—CHANCERY DIVISION.

BARTON v. NORTH STAFFORDSHIRE RAILWAY CO.—Kay, J., 15th March.

COMPANY—SHARES—FORGED TRANSFER—RIGHTS OF OWNER—STATUTE OF LIMITATIONS.

The action was brought to compel the defendant company to replace certain sums of stock which had been transferred out of the plaintiff's name upon the production of forged transfers. The stock formed part of the estate of a testator, and was registered in the names of the plaintiff and T. Barton as executors of his will, and had been sold out by the latter at various dates between 1880 and 1885 by means of transfers to which he forged the signature of the plaintiff, and the attestation thereof. In 1886 the plaintiff first became aware of the stock having been transferred out of her name, and in June, 1886, she applied to the company to be recognized as entitled to the stock. At this date more than six years had elapsed since some of the transfers had been made, and one of the defences raised as to these transfers was the Statute of Limitations. The court came to the conclusion that the transfers were forged, and gave judgment for the plaintiff. In dealing with the plea of the Statute of Limitations,

KAY, J., said that it was settled that after a partnership had ceased, any claim on simple contract by one former partner against the others in respect thereof was, *prima facie*, subject to be barred after the expiration of six years: *Knox v. Gye* (L. R. 5 H. L. 656). On the other hand, while a partnership was continuing, there was no authority for suggesting that a claim between the partners was affected by the statute, and the opinion of Lindley, L.J., was to the contrary: *Lindley on Partnership*, 4th ed., p. 966. In a case of exclusion, time would begin to run from the act of exclusion. It had been argued in this case that if a partner did not draw his share of profits or act as a partner for six years, he, at the end of that time, lost all remedy against his co-partners, and, therefore, practically ceased to be a partner. And it was urged that, this being the case as to a partnership, the analogy ought to be followed in railway companies and other trading corporations, and that a shareholder who made no claim for six years had no remedy in respect of his share against the company. If this were so, any such company might direct that after six years' silence a pen should be drawn through the shareholder's name on the register, and he would practically cease to be a member of the corporation. Such a conclusion shewed there must be a fallacy in the premises. There was no authority for the proposition. Time only ran against a partner from an act of exclusion. If the analogy was applicable, there must be a similar act in the case of a shareholder to enable the company to avail itself of the statute against him. Nothing of the kind took place here until the resistance by the company to the claim in the action. The cause of action was, not the invalid transfers, but the refusal of the company, when the forgery was made known to them, to treat the plaintiff as a shareholder. It was an elementary principle that time did not begin to run until there was a complete cause of action, and there was no complete cause of action in this case until such refusal. This conclusion was supported by the judgment of Best, C.J., in *Davis v. Bank of England* (2 Bing. 393), where the facts were very similar to the present, which shewed that, for the purposes of the Statute of Limitations, the action was founded on the refusal of the bank to pay, on demand, the dividends of the plaintiff due on the stock belonging to him. That decision was reversed in error on a technical ground (5 B. & C. 185), but the judgment of Best, C.J., had not been considered as affected by the reversal.—COUNSEL, *Rigby, Q.C.*, *Renshaw, Q.C.*, and *Whitaker*; *Sir C. Russell, Q.C.*, *Martyn, Q.C.*, and *Farwell*; *S. Eady*. SOLICITORS, *Stephens & Stephens*, for *Henry Hand, Macclesfield*; *Burchell & Co.*; *Taylor, Hoare, & Box*.

WILLS v. LUFF—Chitty, J., 16th March.

PRACTICE—MORTGAGE—RECEIVER AFTER FORECLOSURE ABSOLUTE.

In this case, being a foreclosure action by the holder of an equitable charge on a demise less three days of a lease of houses for a term of years, the plaintiff, having obtained judgment for foreclosure absolute, moved for a receiver. It appeared that the property had, previously to the action, been mortgaged to an insurance company without notice of the plaintiff's charge. The insurance company was not in possession, nor had the plaintiff taken any proceedings for obtaining an assignment from the defendant, being apprehensive of incurring liability as the defendant's assign under the mortgage deed, which contained covenants to pay the mortgage money and interest and to perform the covenants in the head lease. The applicant relied on *Salt v. Cooper* (29 W. R. 553, 16 Ch. D. 544), and the Judicature Act, 1873, s. 24, sub-section 7.

CHITTY, J., said that the application was new to himself, to his chief clerk, and to the registrar. The action, after foreclosure absolute, was at an end, with the exception that the conveyance remained to be settled and executed. The applicant seemed to be asking for a receiver on the analogy of asking for equitable execution. But there was in that no analogy. Equitable execution was a process by which the court enabled a judgment creditor to obtain payment when ordinary execution would not reach the debtor, and by which the judgment creditor was enabled to reach any interests in land which ordinary execution would not touch. What, however, the receiver was a receiver of, was some part of the debtor's real estate which was already charged, but which was difficult to reach. The receiver was, in fact, a receiver of the debtor's interest in the property, and of nobody else's, and the property affected was confined to the debtor's interest in it. The receivership was a mere mode of execution. In the case before him there was no judgment on which execution could proceed. There was nothing in *Salt v. Cooper* or the Judicature Acts which supported the application. The judgment was worked out subject to the settling of the conveyance. He therefore refused the application. He, however, was not saying anything as to whether the plaintiff was entitled to an order for possession. The plaintiff, however, was not asking for that, because he appeared to be under the apprehension that if he took possession he might become subject to the burden of the covenants contained in the mortgage deed. If he were to make the order the plaintiff was asking for, he should be, as it were, making an order for a receiver in the air. The plaintiff was, in fact, asking for a receivership order against himself, because a receiver acted for all parties to the action, and after foreclosure absolute the plaintiff might be said to be the only party interested. The motion was dismissed, with costs.—COUNSEL, *Sir Arthur Watson, Q.C.*, and *A. W. Rudden*; *Romer, Q.C.*, and *A. a'B. Terrel*. SOLICITORS, *E. Bromley*; *B. H. Van Tromp*.

Re THE SCHOONER POND COAL CO.—North, J., 17th March.

COMPANY—WINDING UP—JURISDICTION—DISSOLUTION OF COMPANY AFTER VOLUNTARY WINDING UP—RETURN TO REGISTRAR OF JOINT-STOCK COMPANIES—EXPIRATION OF THREE MONTHS—PETITION FOR COMPULSORY WINDING UP—ALLEGATIONS OF FRAUD—COMPANIES ACT, 1862, ss. 142, 143.

The question in this case was whether, after the liquidator of a company in a voluntary winding up has made a return to the Registrar of Joint-Stock Companies, in conformity with section 143 of the Companies Act, 1862, and a period of three months has elapsed, so that, according to section 143, the company is "to be deemed to be dissolved," the court has jurisdiction to make an order for the compulsory winding up of the company, on the ground of fraud by the liquidator in the conduct of the winding up. Section 142 of the Companies Act, 1862, provides that, "as soon as the affairs of the company are fully wound up, the liquidators shall make up an account shewing the manner in which such winding up has been conducted, and the property of the company disposed of; and thereupon they shall call a general meeting of the company for the purpose of having the account laid before them and hearing any explanation that may be given by the liquidators." And, by section 143, "the liquidators shall make a return to the Registrar [of Joint-Stock Companies] of such meeting having been held, and of the date at which the same was held, and, on the expiration of three months from the date of the registration of such return, the company shall be deemed to be dissolved." In the present case the company, in November, 1873, resolved upon a voluntary liquidation, and appointed as sole liquidator one Elkin, who had been a promoter of the company. In January, 1875, he called a general meeting of the company, as provided by section 142, and afterwards made the return to the Registrar of Joint-Stock Companies required by section 143. The assets realized were insufficient to pay the debts of the company. In 1887 this petition was presented by a debenture-holder, alleging that, if proper proceedings had been taken by Elkin as liquidator, large sums would have been recovered from the promoters (including Elkin himself) and directors of the company in respect of certain specified acts of misfeasance and breach of trust committed by them, which sums, when recovered, would have formed assets of the company distributable among the creditors. The petition alleged that it was the duty of Elkin, as liquidator, to have taken proceedings to enforce these claims against the promoters and directors, and that he, in violation of his duty, wilfully and fraudulently concealed from the contributories facts relating to the formation of the company with which he was well acquainted, and the alleged acts of misfeasance and breach of trust, and wilfully and fraudulently abstained from taking any proceedings to enforce the liability to the company of himself and the other promoters and the directors. Under these circumstances, the company was unable

to pay its debts, and its affairs had not been fully wound up. The petition asked for a declaration that, notwithstanding the return made to the registrar, the company had not been dissolved according to law, and for a compulsory winding-up order. The company alone were named as respondents, but, by the leave of the court, the petition was served upon two of the former directors, as representing the company. It was not alleged that those two directors had been in any way parties to the alleged frauds. Elkin was dead, and it was believed that he had no personal representative. The only evidence in support of the petition was the statutory affidavit of the petitioner himself, verifying the statements of the petition, and an affidavit by a shareholder, who was also a debenture-holder, stating that Elkin had never disclosed the facts relating to the promotion and formation of the company to the company.

NORTH, J., held that, even if it were possible to make a compulsory winding-up order after the expiration of the period of three months fixed by section 143, the petitioner had not made a sufficient case. It was admitted that everything had been regularly done by the liquidator in conformity with sections 142 and 143, except that it was said that the affairs of the company had not been fully wound up. It was said that the dissolution of the company was a nullity, because Elkin was guilty of a fraud in the conduct of the winding up. It was not alleged that he had not accounted for everything which he had actually received, but that he had omitted to state in his return to the registrar that he himself and other persons were liable to account to the company for sums which, when recovered, would be assets of the company. His lordship thought that these allegations were not sufficient to authorize him to give the go-by to everything which had been done, and to treat the company as still subsisting. He thought that *Re The Pinto Silver Mining Co.* (8 Ch. D. 273) and *Re The London and Caledonian Marine Insurance Co.* (11 Ch. D. 140) showed that he had no such jurisdiction under the circumstances. In order that he should be able to do so, there must be some proceeding impeaching what had been done on the ground of fraud. Fraud must be alleged and proved. Even if a winding-up order could be made upon a petition alleging fraud in the proceedings in the voluntary winding up, there was nothing to show that it was a fraud on the part of the liquidator not to take proceedings against the other promoters and the directors. For aught that appeared, it might have been very undesirable to take such proceedings. In the absence of the liquidator or his personal representative it could not be assumed that he had been guilty of a fraud with regard to his own liability to the company. The petition must be treated as demurrable, and must be dismissed.—COUNSEL, *Cookson Crackanthorpe, Q.C., and Butcher; Cozens-Hardy, Q.C., and T. L. Wilkinson.* SOLICITORS, *Harper & Batcock; C. A. Angier.*

Re THE COMMERCIAL BANK OF LONDON—Stirling, J., 17th March.

WINDING UP—LIQUIDATOR—APPOINTMENT OF NOMINEES OF SHAREHOLDERS.

This was an application for the appointment of a liquidator for the purpose of the winding up of a bank. The bank was established under a deed of settlement in 1840, and carried on business till 1861. In that year, having suffered losses to the extent of £67,000 through the defalcations of one of its clerks, it was commenced to be wound up. The winding up was, with the consent of the shareholders, undertaken by the directors. In the course of the winding up £370,000 was returned to the shareholders. No new directors were appointed, but the winding up was from time to time carried on by the survivors. Last year there was only one director surviving, who became bankrupt. An order to wind up the bank was then made by Stirling, J., upon the application of certain of the shareholders. The assets remaining to be distributed were small. The bulk of the shareholders opposed the gentleman whom the present applicants proposed as liquidator, and desired that the secretary of the bank, who was well acquainted with its affairs, and another person, should be appointed.

STIRLING, J., said that this was eminently a case in which the wishes of the shareholders should be attended to, notwithstanding the ordinary rule that the nominee of the petitioners was to be appointed. He would therefore appoint the gentleman whom the bulk of the shareholders desired. But inasmuch as one of those gentlemen was the trustee in bankruptcy of the last surviving director, his lordship directed that matters affecting the surviving director should be dealt with by the other liquidator alone.—COUNSEL, *Hastings, Q.C., and Oswald; Pearson, Q.C., and Gazdar.* SOLICITORS, *W. Bristow; Gordon & Dalbia.*

POLLARD v. STEWARD—Stirling, J., 20th March.

MORTGAGE—SALE—PROVISO FOR CONTINUANCE OF SECURITY—INTEREST IN ARREAR.

This was a motion by a mortgagor to restrain his mortgagee from exercising his power of sale. The mortgage, which was executed in 1886, contained the usual covenant to pay the principal money with interest, and a proviso that if the interest was regularly paid on the days appointed, or within twenty-one days thereafter, the principal money should not be called in for five years. The interest having fallen into arrear, the mortgagee proceeded to exercise his power of sale. It was argued on behalf of the mortgagor that the subsequent acceptance by the mortgagee of the interest in arrear was a waiver, and that the proviso was still operative, the case being analogous to that of a landlord who accepts rent from his lessee after a breach of covenant.

STIRLING, J., said that there was no analogy between the cases. The interest on the mortgage did not become the less due because it was not paid. Under a lease the landlord had an option, if rent was not paid, to avoid or affirm the lease, and if he accepted rent he exercised the option of not avoiding the lease. In the present case the continuance of the

security for a fixed term was conditional on the interest being duly paid, and if the condition was not observed the mortgagee became entitled to enforce his security.—COUNSEL, *Hastings, Q.C., and Eve; Farwell.* SOLICITORS, *Thomas & Hick; Clowes, Hickley, & Steward.*

ROOTS v. WILLIAMSON—Stirling, J., 15th March.

COMPANY—SHARES—TRANSFER—DELIVERY OF TRANSFER TO SECRETARY—LEGAL INTEREST.

This was an action to restrain a company and certain of the defendants from dealing with certain shares, or from allowing to be completed any transfer of or dealing with the shares, or any portion thereof, except to the plaintiff. In 1876 the plaintiff, a married woman, but living apart from her husband, purchased 175 shares of £10 each in the Whittington Life Assurance Co. for the sum of £496, part of her separate estate. The shares were registered in the name of A. M. Waller, who held as trustee for her for her separate use. Clause 14 of the deed of settlement of the company rendered it essential to the legal validity of a transfer that the deed by which it was effected should be deposited or left at the office of the company. Clause 5 provided that no person claiming to be the proprietor of any share by transfer should be entitled to be treated or recognized as such unless and until he should have been registered in the register of shareholders as the proprietor of the shares. And clause 6 provided that no person (with certain exceptions unnecessary to be regarded) was to be entitled to be registered in the register of shareholders as the proprietor of any share unless and until he should, by the execution of the deed of settlement, or some deed referring thereto, have undertaken all the liabilities, duties, and obligations of a shareholder in respect of a share. In March, 1880, Waller, at the request of the plaintiff, transferred the shares to the defendant Williamson, as trustee for the plaintiff for her separate use. On the 12th of April, 1881, the plaintiff signed a memorandum, by which she authorized Williamson to dispose of the shares. On the 9th of August, 1883, Williamson, at the request of the plaintiff, gave her an I O U for £496, the original price of the shares. In February, 1886, Williamson executed a transfer of seventy-five of the plaintiff's shares to the defendants Hodgkinson and Arnold, which he sent to them, together with the certificates of the shares, as security for a debt due from the firm of which he was a member. On the 26th of April, 1886, the plaintiff wrote to the manager of the company, informing him that Williamson held the shares in trust for her, and asking whether they could be transferred either to her or to her daughter. In reply, the manager informed her that the shares must be transferred by Williamson, and could not be transferred to the plaintiff, but might be transferred to her daughter. On the 5th of May the defendants Hodgkinson and Arnold executed the transfer, the blanks for the consideration being filled up with 5s., and that for date with the 4th of May; and on the 6th of May the transfer, together with the certificates, was sent to the company for registration. Immediately on the receipt of the transfer, the manager of the company wrote to the plaintiff, informing her of the facts, and also to the brokers of Hodgkinson and Arnold. The plaintiff thereupon commenced the present action.

STIRLING, J., said that, under the circumstances, the plaintiff had unquestionably, in the first instance, a clear equitable title to the shares registered in the name of Williamson. That title was, however, liable to be defeated by a legal title obtained through a transfer; and it might also be defeated by such conduct or representations on the part of the plaintiff as, to use the words of Lord Cairns, "would operate and cause to forfeit and take away the pre-existing title" (*Shropshire Union Railway Co. v. Reg.*, L. R. 7 H. L. 496). It had been contended for the defendants Hodgkinson and Arnold that the documents of the 12th of April, 1881, and August, 1883, had the effect of creating in their favour and as against the plaintiff such a prior and countervailing equity. That, however, could not be. Those defendants did not deal with Williamson on the faith of those documents, and even if they had done so, in his lordship's opinion they were not entitled, by virtue of them, to take the shares as a security for the antecedent debt of Williamson. There was a wide difference between taking the shares as security for an advance and taking them as security for an antecedent debt. In the former case Williamson would have been presumed to have been acting on behalf of the plaintiff and within the scope of his authority; in the latter he would *prima facie* at least have been taken to have been acting on his own behalf and contrary to the authority conferred on him by the plaintiff. The only question was whether Hodgkinson and Arnold had by the transfer acquired such a legal estate as to defeat the equitable title of the plaintiff. On behalf of the defendant the case of *Société Générale de Paris v. Walker* (11 App. Cas. 20) was much relied on. The judgment of Selborne, L.C., in that case would appear to lay down the following propositions:—(1) That a merely inchoate title by transfer was not equivalent for the purpose of defeating a pre-existing equitable title to a legal estate in the shares; (2) that the title by transfer was to be deemed inchoate only (within the meaning of the last proposition), if not until a complete legal title was acquired, at all events unless and until all necessary conditions had been fulfilled to give the transferee, as between himself and the company, a present absolute and unconditional right to have the transfer registered before the company was informed of the existence of a better title; and (3) that a company, having notice of a prior equitable title, were not necessarily bound to act upon a transfer which conferred an inchoate title only so as to effectuate a fraud till then incomplete. The recent case of *Nanney v. Morgan* (ante, p. 107) seemed to shew that the transfer was not complete until everything had been done which was necessary to put the transferee in the position of the transferor, or possibly a narrower view might be that, where the transfer had been left with the company, it did not take effect until the officers of the company had examined it and accepted it as properly left.

Applying the principles derived from those cases to the present case, had the defendants Hodgkinson and Arnold shewn a legal title in themselves, or (as between themselves and the company) an absolute and unconditional right to be registered as shareholders in the place of Williamson? In his lordship's opinion it was, under clause 14 of the deed of settlement, essential to the legal validity of the transfer that the deed by which it was effected should be deposited or left at the office of the company. The transfer executed by Williamson did not refer to the deed of settlement. No offer to execute the deed of settlement had been made by Hodgkinson and Arnold, nor had they executed that deed. By virtue of clause 6 they were, therefore, not entitled to be registered on the register of shareholders as the proprietors of the shares. Their title was inchoate only, and, therefore, insufficient to defeat that of the plaintiff. The same conclusion might be arrived at in another way. Clause 4 rendered it essential that the transfer should be left at the office of the company. But, regard being had to clauses 5 and 6, in his lordship's opinion it was not enough that it should be so left. The officers of the company charged with the duty of receiving the transfer must examine it and ascertain whether it complied with the requirements of deeds of settlement, and, if it did not, it was their duty to reject it; and it followed, both from what was laid down by Lord Blackburn in the case of *Société Générale de Paris v. Walker*, and by the Court of Appeal in the case of *Nanney v. Morgan*, that, until this had been done and the transfer had been accepted by the company as a proper transfer, so that it became effectual as between the company and the transferee, the title was inchoate only. There was no controversy that matters remained as they stood on the 7th of May, 1886, and that the transfer had not been accepted by the company as a proper transfer, and the company were not bound to accept it so as to effectuate a fraud which was still incomplete. Finally, if the test be that suggested by Cotton, L.J.—Had the transferees acquired the rights against the company which the transferor had?—the answer must be in the negative, for by clause 5 no person claiming to be proprietor of a share should be entitled to be treated as such as between himself and the company unless and until he should have been registered in the register of shareholders as the proprietor of the share. This made the registration in the register of shareholders essential to the completion of the title, and brought the case within the very terms of *Société Générale de Paris v. Walker*. The title of the plaintiff, therefore, prevailed. Much reliance was placed upon the case of *Dodds v. Hills* (2 H. & M. 424), but in that case it did not appear that the company ever had any notice of the breach of trust. That distinguished that case from the present, and it was, therefore, unnecessary to consider whether all the propositions there laid down by the Vice-Chancellor were entirely consistent with the more recent decisions.—COUNSEL, Buckley, Q.C., and Mulligan; Hastings, Q.C., and Brooke Freeman. SOLICITORS, H. B. Worrell; Resworthy.

BANKRUPTCY CASES.

Re LORD COLIN CAMPBELL—C. A. No. 1, 3rd March.

BANKRUPTCY—DISQUALIFICATIONS OF BANKRUPT—CERTIFICATE THAT BANKRUPTCY WAS CAUSED BY "MISFORTUNE WITHOUT ANY MISCONDUCT"—BANKRUPTCY ACT, 1883, s. 32.

The question in this case was whether the bankrupt should have a certificate granted to him that "his bankruptcy was caused by misfortune without any misconduct on his part." Section 32 of the Bankruptcy Act, 1883, provides, by sub-section 1, that, "where a debtor is adjudged bankrupt, he shall, subject to the provisions of this Act, be disqualified for (a) sitting or voting in the House of Lords, or on any committee thereof; (b) being elected to, or sitting or voting in, the House of Commons, or on any committee thereof; (c) being appointed or acting as a justice of the peace; (d) being elected to, or holding the office of, mayor, alderman, or councillor; (e) being elected to, or holding the office of, guardian of the poor, overseer of the poor, member of a sanitary authority, or member of a school board, highway board, burial board, or select vestry." Sub-section 2 provides that "the disqualifications to which a bankrupt is subject under this section shall be removed and cease if and when (a) the adjudication of bankruptcy against him is annulled; or (b) he obtains from the court his discharge with a certificate to the effect that his bankruptcy was caused by misfortune without any misconduct on his part." In the present case the bankrupt had obtained an immediate and unconditional order of discharge, and he afterwards applied for a certificate under section 32, sub-section 2 (b). His bankruptcy had been caused by the adverse result of a suit which he had brought in the Divorce Division against his wife and four co-respondents for a divorce from her on the ground of her adultery. The jury found that she had not committed adultery, and his petition was dismissed, with costs. The costs which he had been ordered to pay, together with the costs of the suit which he owed to his own solicitors, amounted to nearly £5,000. Mr. Registrar Giffard refused to grant the certificate. On the appeal it was urged, on behalf of the bankrupt, that he was bound in honour, believing that his wife had been unfaithful, to present the petition; that he had reasonable grounds for doing so; that he had acted on the advice of counsel; and that the failure of the suit was a "misfortune" without any "misconduct" on his part. And it was contended that "misfortune" was some piece of ill-luck happening without a man's fault, and that "misfortune without misconduct" was equivalent to saying that there had been no misconduct on the part of the bankrupt—i.e., no moral fault.

THE COURT OF APPEAL (LORD ESHER, M.R., and FRY and LOPES, L.JJ.) affirmed the decision. Lord Esher, M.R., said that section 32 dealt with cases where a discharge had been granted, and, therefore, dealt with

cases where the misconduct mentioned in section 28 as a ground for refusing or qualifying a discharge did not exist. Nevertheless, section 32 was a highly penal section, and must be construed strictly. But still the court could not strike out any of the words, and must give the words their ordinary meaning. It could strike out the word "misfortune," and say that where there was no misconduct there was "misfortune." Without attempting to give an exhaustive definition of the word "misfortune," it could at any rate be said that where the bankruptcy was solely the result of some accident over which, or over the causes directly conducing to which, the bankrupt had no control, then the bankruptcy would be caused by misfortune without misconduct. In the present case, was it the adverse verdict of the jury which caused the bankruptcy? A verdict given by a jury must be assumed by the court to be a right verdict. The bringing of the suit and the prosecution of it to the end were under the control of the bankrupt. His evidence failed to sustain his case. Without saying that there had been any "misconduct" on his part, and without expressing any opinion whether it was too rash of him to present the petition under the circumstances, the appeal must be dismissed because the appellant had not brought himself within the words of section 32. FRY, L.J., said that section 32 imposed certain disqualifications on the bankrupt, and the guiding idea seemed to be that he who had made shipwreck of his own affairs was not fit to be trusted with the guidance of other people's affairs. But the Legislature, thinking that a man might under certain circumstances become a bankrupt without any slur upon him, specified two events in which the disqualifications might be removed. His lordship would not attempt to lay down an exhaustive definition of "misfortune," but for the present purpose it might be said to be an adverse event not immediately dependent upon the action and will of him who suffered from it, and of so unexpected a character that a prudent man would not take it into calculation. "Misfortune" was not the same as "without misconduct." In the present case the bankruptcy was not caused by "misfortune" without "misconduct," for the bankrupt had the whole control of the proceedings, and they were directly dependent upon his will. LOPES, L.J., concurred.—COUNSEL, Finlay, Q.C., and Herbert Reed; Sidney Woolf. SOLICITORS, C. O. Humphreys & Sons; Lewis & Lewis.

* In the report of *Bacon v. Camphausen* (ante, p. 323) the names of solicitors were wrongly given. The names should have been Layton, Sons, & Lendon, and Godden, Holme, & Co.

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The sixtieth half-yearly general meeting of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 21st inst., Mr. HENRY ROSCOE in the chair.

The secretary read the minutes of the previous meeting, and the following report, as circulated among the members present, was taken as read:—

The board of directors, in compliance with the sixteenth rule of the association, present their sixtieth report, for the half-year ending December 31, 1887.

The association has now 3,025 members enrolled, of whom 1,105 are life and 1,920 annual subscribers; 53 of the life members are also annual subscribers of from one to ten guineas each. The loss of many old subscribers from death (as evidenced by the yearly-published obituary) and other causes, at a time when the demands for assistance are rapidly increasing, calls for the special remark of your directors. It is earnestly hoped that, by the local efforts of members, our number of supporters may not only be steadily maintained, but materially increased.

The benefits of the association have been practically extended throughout the whole country. Nearly every county in England and Wales is represented on the list of cases relieved, while at present many large towns and centres are almost unrepresented on the roll of subscribers.

During the half-year the receipts of the association from all sources amounted to £2,309 16s. 2d., of which the following is a general summary:—Life subscriptions, £93 9s.; new annual subscriptions, £35 14s.; donations, £94 3s. 6d.; arrears, £49 7s.; renewals, £951 6s.; legacy, £100; and dividends, £985 16s. 8d. The legacy of £100 given by the will of the late Mr. Edward Sargent, solicitor, of Edgbaston, who had been a life member of the association since the year 1859, is gratefully acknowledged. As empowered by the fourth rule, the board have admitted Mr. Wm. Septimus Harding, of Birmingham, one of the executors, as an honorary life member of the association.

Including the investment to create a "Victoria Jubilee Annuity," as mentioned in the last report, the total capital of the association now consists of £47,193 14s. 10d. stock, in addition to the sum of £5,048 10s. 5d. pertaining to the Reardon Bequest.

During the half-year 71 grants were paid from the funds, amounting to £1,416. Of this sum 15 members' families received £560, while 12 non-members and 44 non-members' families received £856. The sum of £62 10s. was also paid to annuitants from the income of the late Miss Ellen Reardon's Bequest, and £14 to the recipient of the "Hollams Annuity."

On December 31, 1887, a balance of £66 8s. 5d. remained to the credit of the association at the Union Bank of London, together with the Reardon Trust Balance of £241 3s. 9d.

The third annual report of the Cardiff committee, whose efforts have hitherto largely increased the support given to the association in that district, has been received. The committee regret that in the past year they have been unable to obtain any further new subscribers, owing to the depressed times; but they hope that a better state of things may exist this year, and that their continued efforts on behalf of the association may be successful.

A vacancy on the board, at Bradford, Yorkshire, has been filled by the election of Mr. John Rust Jeffery, of that town.

The board announce with much pleasure that Nathaniel Tertius Lawrence, Esq., has kindly accepted their invitation to preside at the Twenty-eighth Anniversary Festival of the association, to be held on Thursday, the 14th of June, 1888, at the Hôtel Métropole. The co-operation and support of the profession on this occasion is earnestly hoped for.

A statement of receipts and payments for the financial year ending the 31st of December, 1887, is appended.

The CHAIRMAN, in moving the adoption of the report, said: The report now before the meeting is a simple document which speaks for itself, and needs but few remarks on my part. Doubtless, the present time is an anxious one for many in our profession, and hence, perhaps, the reason that the number of subscribers to this association does not increase so rapidly as we should like. But still our record is a satisfactory one, and shows a very fair state of prosperity. Doubtless, if the income were materially increased by new subscriptions, we could do more in many of the sad and deserving cases that come before the board. The applications of members and their families always receive the first consideration, and generally obtain substantial grants, according to their comparative needs and merits; the idea, therefore, which sometimes prevails, that our members' cases suffer in consequence of the large sums annually given away to the families of non-members is really a groundless one. It is a matter of regret that the claims in the non-members' class have increased to such a large extent. Possibly, they may be accounted for by the way in which our association has now become known all over the country, and also by the bad times to which I have already alluded. I would conclude by asking all gentlemen here present to accord their support to Mr. Nathaniel Tertius Lawrence at our anniversary festival on June 14. We may congratulate ourselves on having obtained his consent to preside, and I trust the result of the festival will be in every way a satisfactory one.

Mr. SIDNEY SMITH having seconded the motion, the report was unanimously adopted.

Mr. FRANCIS PARKER proposed a vote of thanks to the directors and auditors for their services during the past half-year; this was seconded by Mr. CHARLES UPTON and carried unanimously.

A vote of thanks to Mr. Henry Roscoe for presiding at the meeting brought the proceedings to a close.

THE ASSOCIATED PROVINCIAL LAW SOCIETIES.

At a meeting of the Associated Provincial Law Societies, held at the Law Institution, Chancery-lane, on Tuesday, the 13th day of March, 1888, Mr. J. W. Howlett, of Brighton, in the chair, the following societies were represented:—Bolton, Bristol, Cambridgeshire, Chester, Derby, Gloucestershire and Wiltshire, Herefordshire, Kent, Liverpool, Manchester, Newcastle-on-Tyne, Nottingham, Sheffield, Somersetshire, South Durham and North Yorkshire, Sunderland, Sussex, Wakefield, Wolverhampton, Worcester and Worcestershire.

Land Transfer Bill.—The resolutions suggested by the Incorporated Law Society for the conference on the Land Transfer Bill were considered *seriatim*, and the following resolutions were passed: "That the principle of compulsory registration as propounded and proposed to be applied by the Land Transfer Bill is contrary to public policy."

Resolution No. 1 was approved.

In place of resolution No. 2 it was resolved: "That to enforce compulsory registration by depriving existing landowners of all power of dealing with their land until they have incurred the cost of registration is unnecessary and oppressive."

Resolution Nos. 3 to 8 inclusive were approved.

The meeting expressed no opinion upon resolution No. 9.

Resolution No. 10 was approved.

The following resolution in place of resolution No. 11 was passed: "In order to facilitate the conduct of business, and to prevent fraud and personation, the district registries of the Land Transfer Board should be numerous and local, and should be absolutely independent of the principal office and of one another."

Resolution No. 12 was approved.

The following resolution in place of resolution No. 13 was passed: "The general rules under the Bill which will control the whole system of conveyancing in England should be passed by a special committee on which solicitors shall be represented."

Resolutions Nos. 14, 15, and 16 were approved.

No opinion was expressed upon resolution No. 17.

THE BAR COMMITTEE.

The fifth annual report of the Bar Committee has just been issued, and is as follows:—

At the annual general meeting of the Bar, held in the Old Dining Hall, Lincoln's-inn, on the 18th of June last, the following members of the committee retired by rotation:—The Right Hon. Sir Henry James, Q.C., M.P.; Messrs. W. F. Robinson, Q.C.; Montague Cookson, Q.C.; John Rigby, Q.C.; F. A. Bosanquet, Q.C.; Frank Lockwood, Q.C., M.P.; Henn Collins, Q.C. A. M. Channell, Q.C.; J. E. Barker; H. Bargrave

Deane; J. W. Dunning; William Graham; W. English Harrison; R. S. Wright; Horace Smith; and Alfred Young.

To fill the vacancies caused by the retirement of the above-named members, 21 candidates were duly proposed, but, in order to avoid a contest, five of them withdrew—namely, Messrs. F. W. Maclean, Q.C., M.P.; Edward Outler, Q.C.; Frank Evans; Samuel Hall; and Arthur Underhill. The remaining candidates were therefore duly declared to be elected by the chairman—namely, the Right Hon. Sir Henry James, Q.C., M.P.; Messrs. W. F. Robinson, Q.C.; Montague H. Cookson, Q.C.; John Rigby, Q.C.; F. A. Bosanquet, Q.C.; Frank Lockwood, Q.C.; A. M. Channell, Q.C.; William Rann Kennedy, Q.C.; H. Bargrave Deane; J. W. Dunning; William Graham; W. A. Meek; W. English Harrison; Horace Smith; R. S. Wright; and Alfred Young.

Mr. Justice Charles having been raised to the bench, and therefore ceased to be a member of the committee, Mr. T. T. Bucknill, Q.C., was appointed in his place.

At the first meeting of the committee the Right Hon. Sir Henry James was appointed chairman, Mr. W. F. Robinson, vice-chairman, Mr. E. P. Wolstenholme, treasurer, and Mr. Lofthouse, honorary secretary.

The following matters, among others, have occupied the attention of the Bar Committee since they made their last annual statement:—

The Circuits.—In pursuance of the resolution passed at the last annual general meeting of the bar, the hon. secretary wrote to the permanent secretary of the Lord Chancellor in the terms of that resolution. In reply, the Lord Chancellor ordered a copy of the Draft Order in Council as to the circuits to be sent for the use of the Bar Committee. Copies of this were sent by the Bar Committee to each of the circuits, and an opportunity was thus given to each circuit to express an opinion thereon. Ultimately the draft order was withdrawn. A fresh scheme has recently been prepared by the judges, and each of the circuits, and the Bar Committee have had the opportunity of expressing their opinion thereon. The Bar Committee has reason to believe that the scheme, which has been finally approved by the judges, is in substance the same as that recommended by the Bar Committee in their report of December, 1886.

Fusion.—As regards the question of the position of the different branches of the profession, the recent speech delivered by the Solicitor-General (Sir E. Clarke, Q.C., M.P.), at Birmingham, and the proposed legislation on this subject, have had the careful consideration of the Bar Committee, and a strong representative sub-committee has been appointed for the purpose (if it should become necessary) of reporting to the Bar Committee on any Bill or resolution which may be brought before Parliament bearing upon the question.

Land Transfer Bill.—The Lord Chancellor having invited the Bar Committee to address to him any observations they may consider advisable on the Land Transfer Bill, a sub-committee, consisting of Sir Horace Davey, Q.C., Messrs. Rigby, Q.C., Channell, Q.C., Byrne, Q.C., Kenelm Digby, Dunning, and Wolstenholme, have been appointed to consider the same.

Sittings of the Law Courts.—At the invitation of the Incorporated Law Society, United Kingdom, a joint committee has been appointed, consisting of gentlemen nominated by the Bar Committee and the Council of the Incorporated Law Society, for the purpose of considering whether improvements may not be suggested in the arrangements for the sittings of the Queen's Bench Division.

LAW STUDENTS' JOURNAL.

LAW STUDENTS' DEBATING SOCIETY.—Tuesday, March 20.—Mr. W. Van Sommer in the chair.—Mr. D. Stewart-Smith opened the question appointed for debate: "That the fusion of the two branches of the legal profession is desirable," and Messrs. Savery, Ogle, Foden, Pattinson, Woodhouse, and Thorpe continued the debate in the affirmative, and Messrs. Todd, Spiers, and Bunting in the negative. Mr. Stewart-Smith having replied, the motion was put to the meeting, and carried by a majority of one vote. There was a good attendance.

LEGAL NEWS.

OBITUARY.

Mr. THOMAS EDWARD DRAKE, solicitor and proctor, of Exeter, died on the 9th inst., in his ninetieth year. Mr. Drake, who was one of the oldest solicitors in Devonshire, was born in 1798. He was admitted a solicitor in 1829, and he had for over fifty years a large practice at Exeter. He was a perpetual commissioner for Devonshire and the City of Exeter, and he was for many years county solicitor for Devonshire, clerk to the county magistrates at Exeter, and clerk to the Commissioners of Land, Property, and Income Tax for the division of East Exminster.

Mr. JOSEPH THOMAS COLLIN, solicitor, of Saffron Walden and Linton, died at Wenden, Essex, on the 7th inst., in his seventy-ninth year. Mr. Collin was admitted a solicitor in 1831, and practised for over fifty years at Saffron Walden, having offices also at Linton. He had held several important offices, most of which are now filled by his son and partner, Mr. Turner Collin. He was for many years clerk to the Linton Board of Guardians, Assessment Committee, Rural Sanitary Authority, and School Attendance Committee, superintendent-registrar for the Linton District, registrar of the Saffron Walden County Court (Circuit No. 35), clerk to the county magistrates at Saffron Walden, clerk to the Commis-

missioners of Taxes for the Walden and Linton Divisions, and steward of the Manor of Richleby Hall. Mr. Collin was a perpetual commissioner for Essex and Cambridgeshire, and he had an extensive private practice. He was buried at Wenden on the 12th inst.

Mr. JOHN BELL, barrister, Clerk of the Peace for Westmoreland, died at Appleby on the 5th inst., in his eighty-seventh year, from carbuncle. Mr. Bell was the eldest son of the Rev. James Bell, and was born in 1801. He was educated at Caius College, Cambridge. He was called to the bar at Lincoln's-inn in Trinity Term, 1835, and he was formerly a member of the Northern Circuit. He formerly acted as a local Commissioner of Bankruptcy and as an assistant Enclosure Commissioner, and more recently as deputy-judge of county courts in Cumberland and Westmoreland. In 1838 he was appointed by the then Earl of Lonsdale, Lord-Lieutenant of Westmoreland, to be clerk of the peace for that county, and he held that office until his death. Mr. Bell was buried on the 10th inst.

Mr. ROWLAND JAMES TICEHURST, solicitor, of Cheltenham, died on the 2nd inst., in his seventy-first year. Mr. Ticehurst was admitted a solicitor in 1838, and a few years later he settled at Cheltenham. He was formerly a member of the firm of Newman, Gunnett, & Ticehurst, and more recently he was in partnership with his sons, Mr. Rowland Ticehurst, who was admitted in 1867, and Mr. Frederick Ticehurst, who was admitted in 1871. He was a perpetual commissioner for Gloucestershire, and he had an extensive private practice. Mr. Ticehurst was for thirty years clerk to the Cheltenham Board of Guardians, which post is now filled by his eldest son, and he was also steward of the Manor of Cheltenham, and superintendent-registrar for the district. He was for many years a director of the County of Gloucester Bank and of the Cheltenham Waterworks and Gas Companies. Mr. Ticehurst was a widower. He was buried on the 7th inst.

APPOINTMENTS.

Mr. HORACE SMITH, barrister, has been appointed a Stipendiary Magistrate for the Metropolis. Mr. Smith is the son of Mr. Robert Smith, and was born in 1836. He was educated at King's College, London, and at Trinity Hall, Cambridge, where he graduated as a junior optime in 1860. He was called to the bar at the Inner Temple in Easter Term, 1862, and he has practised on the Midland Circuit, and at the Lincolnshire, Nottinghamshire, and Derbyshire Sessions. Mr. Smith has been recorder of the city of Lincoln since 1881, and he has been for several years a revising barrister and prosecuting counsel to the Mint for Lincolnshire, Nottinghamshire, and Derbyshire. In 1880 he was secretary to the Royal Commission for inquiring into corrupt practices in the city of Oxford, and he is a bencher of the Inner Temple.

Mr. GODFREY ALLAN SOLLY, solicitor, of Birkenhead, has been appointed Clerk to the Magistrates for the Wirral Division of Cheshire, in succession to the late Mr. Alfred Clement Kent. Mr. Solly is deputy town clerk of Birkenhead. He was admitted a solicitor in 1882.

Mr. JOHN BOLTON, solicitor, of Kendal, has been appointed by Lord Hothfield, Lord-Lieutenant of Westmoreland, Clerk of the Peace for that county, in succession to the late Mr. John Bell. Mr. Bolton was admitted a solicitor in 1863. He is town clerk of Kendal, and clerk to the county magistrates.

Mr. CHARLES ALBERT CARTER, solicitor, of Birmingham, has been appointed Joint Clerk to the magistrates for that borough, in succession to the late Mr. John Benbow Hebbert. Mr. Carter was admitted a solicitor in 1872. He has been for some time deputy town clerk of Birmingham.

Mr. JOHN WARREN, solicitor (of the firm of Patey & Warren), of 90, London-wall, and of Wimbledon, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. ARTHUR PEMBERTON HEYWOOD LONSDALE, barrister, has been appointed High Sheriff of Shropshire for the ensuing year. Mr. Lonsdale is the second son of the Rev. Henry Lonsdale, vicar of St. Mary's, Litchfield. He was born in 1835, and he was educated at Eton and at Balliol College, Oxford. He was called to the bar at Lincoln's-inn in Hilary Term, 1862, and he was formerly a member of the Northern Circuit. He was for several years a Lieutenant in the Inns of Court Rifle Volunteers.

Mr. FRANK JAMES SYKES, solicitor, of 20, Fitzroy-square, London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. JOHN ROBESON HORTON, solicitor (of the firm of Scott & Horton), of Bromsgrove, has been appointed Registrar of the Bromsgrove County Court (Circuit No. 23) and Deputy Steward of the Manor of Bromsgrove. Mr. Horton was admitted a solicitor in 1857. Both appointments were held by the late Mr. Thomas Scott.

Mr. WALTER HESKETH SCOTT, solicitor, of Alcester, has been appointed Clerk to the county magistrates at that place, and Clerk to the Commissioners of Taxes, in succession to the late Mr. Thomas Scott. Mr. W. H. Scott was admitted a solicitor in 1879. He is registrar of the Alcester County Court.

Mr. WILLIAM SMITH, solicitor (of the firm of Minshall, Parry, Jones, Woomam, & Smith), has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM JAMES LEWIS, solicitor, of Crickhowell, has been appointed Superintendent-Registrar for the Crickhowell District. Mr. Lewis was admitted a solicitor in 1882.

Mr. EDWARD J. STANNARD, solicitor, of 61, Mark-lane, E.C., and Upper Norwood, Surrey, has been appointed a Commissioner in Great Britain to take the Acknowledgments of Deeds and to administer Oaths for the State of Massachusetts, U.S.A.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

WILLIAM DOVETON SMYTH and DANIEL EDWARDS LANGHAM, solicitors (Doveton Smyth & Langham), of 21, Bow-street, 80, Rochester-row, Westminster, and 3, Mitre-court, Temple, London. Feb. 25. [Gazette, March 20.]

GENERAL.

A Bill introduced into the House of Lords by the Lord Chancellor proposes to enable magistrates to vary the time for the holding of Quarter Sessions in accordance with the time of the Assizes.

In the House of Commons on the 16th inst., Mr. S. Hoare asked the Chancellor of the Exchequer whether, in the event of there being only one denomination of Government stock, facilities would be given to trustees and others to have more than one account in that stock in the same name or names. The Chancellor of the Exchequer: Yes, sir; it is proposed to allow one holder to have as many as four separate accounts in the new stock, which will place him in a better position than he is at present.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 1.	APPEAL COURT No. 2.	Mr. Justice KAY.	Mr. Justice CHITTY.
Mon., Mar 26	Mr. Carrington	Mr. Beal	Mr. Ward	Mr. Godfrey
Tuesday .. 27	Jackson	Leach	Pemberton	Rolt
Wednesday .. 28	Lavie	Beal	Ward	Godfrey
Thursday .. 29	Pugh	Leach	Pemberton	Rolt
		Mr. Justice NORTH.	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.
Monday, March	28	Mr. Jackson	Mr. Pugh	Mr. Koe
Tuesday	27	Mr. Carrington	Lavie	Clowes
Wednesday	28	Jackson	Pugh	Koe
Thursday	29	Carrington	Lavie	Clowes

The Easter Vacation will commence on Friday, the 30th day of March, and terminate on Tuesday, the 3rd day of April, 1888, both days inclusive.

WINDING UP NOTICES.

London Gazette.—FRIDAY, March 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DUDLEY, SEDGELEY, AND WOLVERHAMPTON TRAMWAYS CO., LIMITED.—Stirling, J., has, by an order dated Feb. 25, appointed Mr. Henry Kendrick, 9 and 10, Pancras lane, to be the official liquidator.

ECLIPSE PORTLAND CEMENT CO., LIMITED.—Stirling, J., has fixed Tuesday, March 27, at twelve, at his chambers, for the appointment of an official liquidator.

ENGLISH FARMERS' MEAT SUPPLY ASSOCIATION, LIMITED.—Creditors are required, on or before April 10, to send their names and addresses, and the particulars of their debts or claims, to Mr. Oscar Berry, 6, Arthur st. E., London Bridge.

Tuesday, April 24, at 11, is appointed for hearing and adjudicating upon the debts and claims.

GILBERT & SPURRIER, LIMITED.—Petn for the winding up, presented March 15, directed to be heard before Chitty, J., on Saturday, March 24. Montague, Bucklersbury, solr for petn.

LANCASHIRE AND YORKSHIRE SELF-WINDING CLOCK CO., LIMITED.—Petn for winding up, presented March 15, directed to be heard before Kay, J., on March 24. Powles, Basinghall st., solr for petn.

MARGATE HOTEL CO., LIMITED.—Petn for winding up, presented March 13, directed to be heard before North, J., on March 24. Sutton & Ommanney, 41 Winchester st., solrs for company.

NEATH AND BRISTOL STEAMSHIP CO., LIMITED.—Creditors are required, on or before April 14, to send their names and addresses, and particulars of their debts or claims, to John Sutherland Hatfield Banner, 24, North John st., Liverpool. Tuesday, May 1, at 12, at District Registry, Liverpool, is appointed for hearing and adjudicating upon debts and claims.

STANDARD LEAD MINE, LIMITED.—Creditors are required, on or before April 17, to send their names and addresses, and particulars of their debts or claims, to James Leopold Fiedler, 21, Queen Victoria st. Friday, April 27, at 11, is appointed for hearing and adjudicating upon debts and claims.

WILKES' METALLIC FLOORING AND EUREKA CONCRETE CO., LIMITED.—Petn for winding up, presented March 8, directed to be heard before Stirling, J., on March 24. Mitton, Gray's inn sq., solr for petn.

FRIENDLY SOCIETIES DISSOLVED.

STONNALL FRIENDLY INSTITUTION, National Schoolroom, Stonnall, Stafford. March 9.

SUSPENDED FOR THREE MONTHS.

CHOLESEY BENEFIT SOCIETY, Schoolroom, Cholesey, Berks. March 14.

INDEPENDENT MANCHESTER AND SALFORD BURIAL SOCIETY, Royal Oak Hotel, Oak st, Manchester. March 14.

London Gazette.—TUESDAY, March 20.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

DUDLEY, SEDGELEY, AND WOLVERHAMPTON TRAMWAYS CO., LIMITED.—Creditors are required, on or before April 14, to send their names and addresses, and the particulars of their debts and claims, to Henry Kendrick, 10, Pancras lane. Monday, April 24, at 12.30, is appointed for hearing and adjudicating upon the debts and claims.

EXETER TRAMWAYS CO.—By an order made by Stirling, J., dated March 10 it was ordered that the company be wound up. Wilkins & Co, Gresham House, solrs for petnrs.

HINDLE & MORRISH, LIMITED.—By an order made by North J., March 3, it was ordered that Hindle & Morrish, Limited, be wound up. Linklater & Co., Bond court, Walbrook, solicitors for petitioner.
UPPER TRENT NAVIGATION CO., LIMITED.—By an order made by North J., dated March 3, it was ordered that the company be wound up. Cuddon & Co., Fleet st., solicitors for petitioners.
UPPER TRENT NAVIGATION CO., LIMITED.—North J., has fixed Wednesday, March 29 at 12, at his chambers, for the appointment of an official liquidator.
FRIENDLY SOCIETIES DISSOLVED.
FRIENDLY SOCIETY, Lord Byron Inn, Codnor, Derby. March 15

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY. LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 13.
ASTON. Rev. JOHN ASTBURY, Lewisham High rd. April 10. Aston v Aston, Stirling, J. Aston & Hughes, Edgware rd.
OLIVER. JOHN, Newark on Trent, Gent. April 14. Newbald v Beckett, Chitty, J. Hill, 4, Bedford row.
SALMON. WILLIAM, Red Lion st, Builder. April 4. Salmon v Salmon, North, J. Howard, 9, Gray's inn sq.
GIBB. WILLIAM PUEVIS, Hayfield, Derby, Calico Printer. March 29. Turner v Wilde, District Registrar, King st, Manchester. Clayton & Wilson, Marsden st, Manchester.
London Gazette.—FRIDAY, March 16.
HARVEY. ROBERT, Colchester, Farmer. April 6. Bertram v Bertram, Chitty, J. Slade, 57, Ludgate hill.
HEMMS. LOUISE BLANCHE GREASON, Kennington park rd. April 16. Attorney-General v Hemms, North, J. Burne & Co., 1, Lincoln's inn fields.
London Gazette.—TUESDAY, March 20.
CARTMILL. JOHN, Marchington Woodlands, Staffs, Farmer. April 16. Cope v Cartmill, North J. Cooper & Chawner, Uttoxeter.
FRASER. ANNA HERMINA SOPHIA CORNELIA ONNEN, Inverness terrace. April 16. Fraser v Fraser, Chitty, J. Flux, 3, East India avenue.
TOLLER. RICHARD PANCOUST SWANNELL, Waterbeach, Cambridge, Farmer. April 16. Tuke v Toller, Chitty, J. Watts, St Ives, Hunts.

UNDER 22 & 23 VICT. CAP. 35. LAST DAY OF CLAIM.

London Gazette.—TUESDAY, March 13.
ALLEN. GEORGE, Acocks Green, Yardley, Worcester, Gent. May 9. Mason & Son, Birmingham.
ALLEN. JAMES THOMAS, Goosnargh, nr Preston, Gent. April 20. Ansdell & Eccles, St Helens.
ANTHONY. RACHEL, Bwtewym, Goytre, April 1. Jones, Abergavenny.
AVYARD. GEORGE, Bombay st, Bradford, Spinning Overworker. April 10. Gault & Hines, Bradford.
BETHELL. PHILIPPA, St John's rd, Clifton, Bristol. April 21. Meade-King & Biggs, Bristol.
BOSWORTH. WILLIAM, Charley Hall, Leicester, Esq. April 12. Peake & Co, Bedford row.
CHAWNEE. FREDERICK, Uttoxeter, Stafford, Commission Agent. April 5. Cooper & Chawner, Uttoxeter.
CLARK. JOSEPH, Ann st, Wolverhampton. April 1. Fowler & Langley, Wolverhampton.
COLLISON. JOHN ROBERT, Wright st, Kingston upon Hull, Shipbuilder. April 2. Jackson & Sons, Hull.
EDEN. HENRY, Eaton sq, Admiral in Royal Navy. April 13. Pownall & Co, Staple inn.
FAULNER. THEODORE, Hooley hill, Guide Bridge, nr Manchester, Cap Peak Manufacturer. March 25. Mason, Manchester.
FOOTMAN. MARY ANN, Tottington sq. May 31. Berridge & Miles, Leicester.
FROST. CHARLES, Martham, Norfolk, Gent. March 26. Chamberlain & Leech, Gt Yarmouth.
GATLIF. HENRY, Grove rd, Fairfield, nr Liverpool, Rate Collector. Apr 20. Read, Liverpool.
GERBARD. ANN, Stand Field, Gt Crosby, Lancaster. Apr 30. Sharman & Co, Liverpool.
GRAVES. HENRY, Ilford, Essex, Esq. Apr 13. Francis, Fish st hill.
HANNAH. JOHN, Spicel st, Birmingham, Licensed Victualler. Apr 12. Davenport, Birmingham.
HILL. ELIZA JANE, Stroud, Gloucester. June 24. Witchell & Sons, Stroud.
HOWARTH. JOHN, Liverpool rd, Cadishead, Lancaster, Gent. May 1. Chapman & Co, Manchester.
JACKSON. HENRY, Deepdale, nr Scarborough, Farmer. April 21. Watts & Kitchen, Scarborough.
JONES. ELIZABETH, Widdington, Essex. April 19. Gee, Bishop's Stortford.
KAT. SAMUEL, Jack lane, Leeds. April 16. Malcolm, Leeds.
LONGBOTTOM. WILLIAM ILLINGWORTH, Thornton, Bradford, Coal Merchant. April 10. Gault & Hines, Bradford.
LOVELL. CHRISTIANA, Westcroft sq, Hammersmith. May 1. Watney & Co, Lombard court.
MANNINGTON. JOHN, Brighton, Veterinary Surgeon. May 15. Woods & Dempster, Brighton.
MASON. WILLIAM HENRY, George st, Croydon, Photographer. April 20. Fox, Croydon.
MORRISH. RICHARD ALFRED, Island rd, Garston, Lancaster, Surgeon. April 30. Husband, Garston.
MORRISON. HANNAH, Falconer's rd, Scarborough, Bathing Machine Proprietor. April 15. Longbottom & Sons, Halifax.
PENNINGTON. ABEL, Ince Green lane, Ince, Wigan, Merchant. May 1. Barlow, King st, Wigan.
PENNINGTON. ELIZABETH SARAH AUGUSTA, Green Park bldgs, Bath. April 10. Little, Bath.
PUGH. THOMAS, Clavering house, Clapham. April 23. Wainwright & Baillie, Staple inn.
RICHARDS. JOHN, Llanellin, Denbigh, School Attendance Officer. May 21. Richards & Sons, Llangollen.
SAGE. ELIZABETH, Oxford gds, North Kensington. April 30. Fox, Croydon.
SCOTT. ROBERT ALEXANDER, Colchester Mansions, Bolton gds West. April 23. Shiddard & Co, Leadenhall st.
STILWELL. ROBERT RATHERHAM, Beckenham, Kent, M.D. April 30. Fox, Beckenham.
THOMAS. DANIEL, Cardiff, Gent. April 10. Grover & Grover, Cardiff.
WALLIS. SIDNEY, Great Tower st, Colonial Broker. April 14. Gordon & Son, New Broad st.
WELLS. PRUDENCE ELIZABETH BARLOW, Liverpool. April 7. Laces & Co, Liverpool.
WESTMAN. JOSEPH, Little Haywood, Farmer. April 30. Twynam, Stafford.

WILSON. ANDREW MARSHALL, George st, Kingston pon Hull, Furniture Dealer. April 7. J T & H Woodhouse, Hull.
WRIGHT. SARAH, Sale, Chester. April 2. Schou, Manchester.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 11b, Victoria-st., Westminster (Estab. 1876), who also undertake the Ventilation of Offices, &c.—[ADVT.]

STAMMERERS AND STUTTERERS should read a little book by Mr. B. BRASLEY, Baron's-court-house, W. Kensington, London. Price 13 stamps. The author, after suffering nearly 40 years, cured himself by a method entirely his own.—[ADVT.]

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, March 16.

RECEIVING ORDERS.

APPLETON. JOSEPH, St Helen's, Lancashire, Baker. Liverpool. Pet Feb 25. Ord March 14.
BAILEY. JOSEPH, and GEORGE BAILEY, Dewsbury, Yorks, Blanket Manufacturers. Dewsbury. Pet March 13. Ord March 13.
BALE. JOHN PHELPS, Dawlish, Farmer. Exeter. Pet March 12. Ord March 12.
BEAL. JAMES, jun, Brighton, Furniture Dealer. Brighton. Pet March 13. Ord March 13.
BENTLEY. JAMES HENRY, Wolverhampton, Grocer. Wolverhampton. Pet March 12. Ord March 12.
BLAKES. ALBERT THOMAS, Newtown, Lancs, Joiner. Wigan. Pet March 14. Ord March 14.
BOSWELL. CORNELIUS JELLY, jun, Esfield, Builder. Edmonton. Pet March 2. Ord March 13.
BREW. BENJAMIN MADDOCK, Finsbury pavement, Upholsterer. High Court. Pet March 14. Ord March 14.
BROUGHTON. JOHN, Doncaster, Painter. Sheffield. Pet March 12. Ord March 12.
CARSTICK. EMANUEL, Beverley, Yorks, Hair Dresser. Kingston upon Hull. Pet March 13. Ord March 13.
CHITTENDEN. CHARLES PIERCE DOWNEY, Bexhill, Sussex, Surgeon. Hastings. Pet March 13. Ord March 13.
COLEMAN. STEPHEN JOHNSON, Mount Pleasant rd, Lewisham, Commercial Traveller. Greenwich. Pet March 12. Ord March 12.
COLES. WILLIAM DEAKE, Exmouth, Licensed Victualler. Exeter. Pet March 12. Ord March 12.
CRAGE. WILLIAM ANANIAS, St Mary at Hill, Fish Factor. High Court. Pet March 14. Ord March 14.
CROSSBY. JOHN, Sunderland, late Brewery Manager. Sunderland. Pet March 13. Ord March 13.
DANIEL. GEORGE PROSSER, Swansea, Ironmonger. Swansea. Pet March 12. Ord March 12.
DEARDEN. ZACHARIAH, Denton, Lancashire, Hat Manufacturer. Ashton under Lyne and Stalybridge. Pet Feb 29. Ord March 14.
EDE. WILLIAM HENRY, Newport, Mon, Picture Frame Maker. Newport, Mon. Pet March 12. Ord March 12.
FREDAY. JOHN WHITE, Wednesbury, Surveyor. Walsall. Pet March 14. Ord March 14.
FITTES. ROBERT, and MARGARET ANN FITTES, Newcastle on Tyne, late Publicans. Newcastle on Tyne. Pet March 12. Ord March 12.
FRIEND. CHARLES ROBERT, Cholderton, Hampshire, Licensed Victualler. Salisbury. Pet March 13. Ord March 13.
GOUGH. HENRY DORAN, Wolverhampton, Brass Founder. Wolverhampton. Pet March 12. Ord March 12.
HAWES. WILLIAM, and JAMES THOMAS HAWES, Weedington rd, Kentish Town, Grocers. High Court. Pet March 13. Ord March 13.
HAWKINS. GEORGE, Hitchin, Clothier. Luton. Pet March 12. Ord March 12.
HATTEY. THOMAS, Cranbrook, Kent, Bootmaker. Hastings. Pet March 14. Ord March 14.
HENRY. CHARLES FRANCIS, Southwell, Notts, Maltster. Nottingham. Pet Feb 28. Ord March 12.
HODSDON. WILLIAM CHARLES, St John st, West Smithfield, Stationer. High Court. Pet March 14. Ord March 14.
HOLLEBONE. ERNEST JOHN FREDERICK, and CHARLES WILLIAM ATKINS, Shaftesbury avenue, Piccadilly circus, Auctioneers. High Court. Pet Jan 27. Ord March 14.
HOULDING. THOMAS, Crews, Tobaccoist. Nantwich and Crews. Pet March 14. Ord March 14.
HOUSEHILL. BERNARD WILMSHURST, Farringdon st, Journalist. High Court. Pet March 13. Ord March 13.
ISAACS. ALBERT, Bevis Marks, Stationer. High Court. Pet March 12. Ord March 12.
JACQUES. DAVID WILSON, Bruntingthorpe, Leicester, Farmer. Leicester. Pet March 10. Ord March 12.
JENKINS. ANN, Borough Bridge, Somerset, Licensed Victualler. Bridgwater. Pet March 7. Ord March 13.
LEWIS. GEORGE, Abergwilly, Carmarthen, Farmer. Carmarthen. Pet March 13. Ord March 13.
MONEY. EDWARD ROBERT, Lowestoft, Sugar Boiler. Gt Yarmouth. Pet March 12. Ord March 12.
NEEDHAM. WILLIAM, Bakewell, Derby, Saddler. Derby. Pet March 12. Ord March 12.
PETERS. HARRIS, Birmingham, Tailor. Birmingham. Pet March 12. Ord March 12.
PHILLIPS. WILLIAM, jun, Thame, Cattle Dealer. Aylesbury. Pet March 13. Ord March 13.
PITMAN. CHARLES ROBERT, Walthamstow, Grocer. High Court. Pet March 14. Ord March 13.
POWELL. DAVID, Swansea, Chemist. Swansea. Pet March 13. Ord March 13.
PREST. JAMES, Kendal, Bootmaker. Kendal. Pet March 13. Ord March 13.
SABINSON. JOHN MAWSON, Penrith, Painter. Carlisle. Pet March 13. Ord March 13.
SCOTT. JOSEPH, Newcastle on Tyne, Poultry Dealer. Newcastle on Tyne. Pet March 13. Ord March 14.
STEPHENS. WILLIAM, Stroud, Solicitor. Gloucester. Pet March 13. Ord March 14.
STOWELL. WILLIAM JOHN, Chew Magna, Somersetshire, Farmer. Wells. Pet March 12. Ord March 12.
SWIFT. ALFRED JOHN, Newark upon Trent, Hosier. Nottingham. Pet March 12. Ord March 12.
THOMPSON. DANIEL, Mangotsfield, Gloucestershire, Baker. Bristol. Pet March 13. Ord March 13.
TOCATIL. PINCAS, Manchester, Merchant. Manchester. Pet March 7. Ord March 14.

TOLSON, JOHN EDWIN, Earlsheaton, nr Dewsbury, out of business Dewsbury Pet Feb 28 Ord March 10
TRAYNER, MARY, Birkenhead, Dressmaker Birkenhead Pet March 13 Ord March 13
TURNER, FREDERICK JOHN, Shipton Mallett, Licensed Victualler Wells Pet March 12 Ord March 13
TYSON, ISAAC, Calderbridge, Cumberland, Builder Whitehaven Pet March 13 Ord March 13
VAN MENTE, ABRAHAM, Charterhouse st, Provision Merchant High Court Pet March 8 Ord March 13
WADDINGTON, JOSEPH, Preston, Provision Dealer Preston Pet March 13 Ord March 13
WHITE, FREDERICK HENRY, Exeter, Tobaccoist Exeter Pet March 12 Ord March 13
WILLIAMS, JAMES ALBERT, Brixton rd, Licensed Victualler High Court Pet March 14 Ord March 14
WYATT, JOHN WHEELER, Westgate on Sea, Butcher Canterbury Pet March 12 Ord March 12
WILCOX, JOB, Hemington, Somersetshire, Carpenter Frome Pet March 14 Ord March 14
WINTERBOTHAM, THEOPHILUS, Sneinton, Nottingham, Boot Maker Nottingham Pet March 12 Ord March 12

FIRST MEETINGS.

ATKINSON, CHARLES HIGHAM, Fleet st, Advertising Agent March 23 at 11 Bankruptcy bds, Portugal st, Lincoln's inn fields
BAILE, JOHN PHILIPS, Dawlish, Farmer March 26 at 11 Castle of Exeter, Exeter
BAERNES, LAWRENCE ROBERT, York, Chemist March 26 at 12 Off Rec, York
BECKLEY, JOSEPH, WALTER BECKLEY, and FREDERICK BECKLEY, Upper Kennington lane, Forge Contractors March 23 at 2.30 Bankruptcy bds, Portugal st, Lincoln's inn fields
CANNING, JOHN WILLIAM, and BENJAMIN CANNING, Bristol, Cabinet Manufacturers March 23 at 3 Off Rec, Bank chmbrs, Bristol
CARTWRIGHT, HENRY, Newcastle under Lyme, Licensed Victualler March 26 at 12 Off Rec, Nelson pl, Newcastle under Lyme
CHAMFORD, CALER, Maple rd, Ancrely, Builder March 23 at 11.30 109, Victoria st, Westminster
COLES, WILLIAM DRAKE, Exmouth, Licensed Victualler March 26 at 11.30 Castle of Exeter, Exeter
COOKSON, ROBERT, Blackpool, Gent March 23 at 10 Off Rec, 14, Chapel st, Preston
CUMING, SAMUEL, Elsworth ter, Elsworth rd, Builder March 23 at 12 Bankruptcy bds, Portugal st, Lincoln's inn fields
DANIEL, GEORGE PROSSER, Swansea, Ironmonger March 26 at 12 Off Rec, 6, Rutland st, Swansea
EVERS, JOHN, Leeds, Linen Manufacturer March 23 at 11 Off Rec, 22, Park row, Leeds
FITTES, ROBERT, and MARGARET ANN FITTES, Newcastle on Tyne, late Publicans March 26 at 11 Off Rec, Pink lane, Newcastle on Tyne
FRASER, GEORGE, Warriner grdns, Battersea, Gardener March 26 at 12 100, Victoria st, Westminster
HARKER, JANE, Darlington, Grocer Mar 23 at 2 North Eastern Hotel, Darlington
HARVEY, FRANK, Bishopston, Glos, Carpenter March 23 at 3.30 Off Rec, Bank chmbrs, Bristol
HAWKE, JOHN TREZIZE GUNDRY, Mile End rd, Hairdresser March 23 at 12 33, Carey st, Lincoln's inn
HAWKINS, GEORGE, Hitchin, Herts, Clothier March 24 at 12 Sun Hotel, Hitchin, Herts
HOUGH, PATRICK, Bloxwich, Staffs, Licensed Victualler March 26 at 11.15 Off Rec, 8, Alwalton
HOWARD, GEORGE, Kingston upon Hull, Smack Owner March 23 at 12 Off Rec, Trinity House lane, Hull
JACQUES, DAVID WILSON, Bruntingthorpe, Leicestershire, Farmer Mar 26 at 3 28, Friar lane, Leicester
JELF, SARAH, Ashleworth, Glos, Innkeeper Mar 24 at 3 Off Rec, Gloucester
JOHNSON, GEORGE, Terrington St John, late Farmer April 6 at 10.15 Court house, King's Lynn
KNIGHT, THOMAS, Bristol, Cabinet Maker March 26 at 3.30 Off Rec, Bank chmbrs, Bristol
LEWIS, GEORGE, Kingston on Thames, Watchmaker March 23 at 11 16 Room, 30 and 31, St Swithin's lane
MASON, HENRY WHITE, and JOHN ROBERTS, Stratford Market, Salesmen March 23 at 11 Bankruptcy bds, Portugal st, Lincoln's inn fields
MONKEY, EDWARD ROBERT, Lowestoft, Suffolk, Sugar Boiler March 24 at 11 Off Rec, 8, King st, Norwich
NEEDHAM, WILLIAM, Bakewell, Derbyshire, Saddler Mar 23 at 3.30 Off Rec, 86 James's chmbrs, Derby
PAYNE, JACOB HUGH, Thrapston, Northamptonshire, Chemist Mar 26 at 3.30 Bankruptcy bds, Portugal st, Lincoln's inn
SARGINSON, JOHN, Mawson, Penrith, Cumberland, Painter Mar 26 at 4 Off Rec, 34, Fisher st, Carlisle
SCOTT, JOSEPH, Newcastle on Tyne, Poulterer Mar 28 at 11 Off Rec, Pink lane, Newcastle on Tyne
SHEPPARD, ISAAC, Kennington rd, Coroner's Officer Mar 23 at 12 33, Carey st, Lincoln's inn
SHORT, JAMES, Spennithorne, Yorks, Farmer Mar 23 at 12.45 Railway Hotel, Northallerton
STOWELL, WILLIAM JOHN, Chew Magna, Somerset, Farmer Mar 27 at 12.15 Off Rec, Bank chmbrs, Bristol
SWIFT, FRANCIS, Bolton, Yorks, Farmer Mar 27 at 3 Off Rec, Figtree lane, Sheffield
STYLE, JOHN, Harrow rd, Paddington, Bootmaker Mar 23 at 11 33, Carey st, Lincoln's inn
TALBOT, BENJAMIN, Bradeley, nr Burslem, Builder Mar 26 at 3 Off Rec, Nelson pl, Newcastle under Lyme
THOMPSON, DANIEL, Mangotsfield, Glos, Baker Mar 27 at 12.45 Off Rec, Bank chmbrs, Bristol
THOMPSON, THOMAS, Aston, Warwickshire, out of business Mar 27 at 11 25, Colmore row, Birmingham
TOCATIL, PINCAS, Manchester, Merchant March 23 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester
TOMLINSON, HENRY, London rd, Enfield, Saddler March 23 at 12 16 Room, 30 and 31, St Swithin's lane
TURNER, FREDERICK JOHN, Shepton Mallett, Licensed Victualler March 28 at 1 George Hotel, Shepton Mallett
VINCENT, JAMES, Walton on the Hill, Broad Dealer March 26 at 2 Off Rec, 35, Victoria st, Liverpool
WHITE, FREDERICK HENRY, Exeter, Tobaccoist March 26 at 11 Castle of Exeter, Exeter
WILLIAMS, OWEN, Llanfaelog, Anglesey, Retired Farmer March 26 at 12 Queen's Head Cafe, Bangor
WILTON, CHARLES, Cardiff, Grocer March 23 at 3 Off Rec, 29, Queen st, Cardiff
WOLSTENHOLME, JOHN HANCOCK, Abergale, Denbighshire, Surgeon March 23 at 2 Off Rec, Crypt chmbrs, Chester
WRENFORD, JOSHUA BOOTH, Knoddishall, Suffolk, Clerk in Holy Orders March 24 at 11.30 Off Rec, 2, Westgate st, Ipswich

ADJUDICATIONS.

BALDWIN, JAMES JOSEPH, Dixon st, Limehouse, Rag Merchant High Court Pet Dec 5 Ord March 13
BEAL, JAMES, jun, Brighton, Furniture Dealer Brighton Pet March 13 Ord March 13
BENTLEY, JAMES HENRY, Wolverhampton, Grocer Wolverhampton Pet March 12 Ord March 13
BERRY, THOMAS, Mossley, Lancs, Coal Merchant Ashton under Lyne and Stalybridge Pet March 8 Ord March 12
BLAKE, ALBERT THOMAS, Pemberton, Lancs, Joiner Wigan Pet March 14 Ord March 14
BROUGHTON, JOHN, Doncaster, Painter Sheffield Pet March 12 Ord March 12
CAPSTICK, EMANUEL, Beverley, Yorks, Hairdresser Kingston upon Hull Pet March 13 Ord March 13
COLLS, WILLIAM DRAKE, Exmouth, Licensed Victualler Exeter Pet March 12 Ord March 12
COLLINS, GEORGE, Maiden Newton, Dorset, Bootmaker Dorchester Pet Feb 25 Ord March 13
CORNELL, GEORGE, Maidstone, Watchmaker Maidstone Pet Feb 13 Ord March 9
DANIEL, GEORGE PROSSER, Swansea, Ironmonger Swansea Pet March 12 Ord March 10
DUNN, GEORGE DODDS, Holtby, Yorks, Farmer York Pet March 10 Ord March 10
EDE, WILLIAM HENRY, Newport, Mon, Picture Frame Maker Newport, Mon Pet March 12 Ord March 12
FLEMING, THOMAS, Southsea, Architect Portsmouth Pet Sept 24 Ord March 8
FOTHERGILL, JOHN CHARLES, Maindee, nr Newport, Mon, Timber Merchant Newport, Mon Pet Feb 27 Ord March 12
FRASER, GEORGE, Warriner grdns, Battersea pk, Gardener Wandsworth Pet Feb 29 Ord March 13
GOUGH, HENRY DORAN, Wolverhampton, Brassfounder Wolverhampton Pet March 12 Ord March 12
GOULD, EDEYEEER TEMPLE, Eastbourne, Grocer Eastbourne and Lewes Pet Feb 22 Ord March 12
HALL, FRANCIS, Whitby, Watchmaker Stockton on Tees and Middlesborough Pet Jan 28 Ord March 10
HARVEY, FRANK, Bishopston, Gloucestershire, Carpenter Bristol Pet March 5 Ord March 14
HAWKINS, GEORGE, Hitchin, Clothier Luton Pet March 12 Ord March 12
HAYTER, THOMAS, Cranbrook, Kent, Bootmaker Hastings Pet March 14 Ord March 24
HOWARD, GEORGE, Kingston upon Hull, Smack Owner Kingston on Hull Pet March 5 Ord March 14
HUNTER, THOMAS, jun, Margate, Tailor Canterbury Pet May 19 Ord March 9
JACKSON, EDGAR WILLIAM, Crown ct, Threadneedle st, Stockbroker High Court Pet Feb 9 Ord March 13
KNIGHT, THOMAS, Bristol, Cabinet Maker Bristol Pet Mar 8 Ord March 14
LEWIS, GEORGE, Abergwilly, Carnu, Farmer Carmarthen Pet Mar 13 Ord March 13
MONEY, EDWARD ROBERT, Lowestoft, Sugar Boiler Gt Yarmouth Pet Mar 12 Ord March 12
MULFORD, ISABEL MARIA VICTORIA, Conduit st, Court Milliner High Court Pet Feb 15 Ord March 13
MUSSON, WILLIAM, and GEORGE MUSSON, Bromley, Grocers High Court Pet Mar 9 Ord March 13
NEEDHAM, WILLIAM, Bakewell, Derbyshire, Saddler Derby Pet Mar 12 Ord March 12
POSNO, J M, Wilton st, Grosvenor pl, Gent High Court Pet Dec 12 Ord March 9
ROOKE, STEPHEN, Barnsley, Yorks, Livery Stable Keeper's Assistant, Barnsley Pet Feb 23 Ord March 14
SARGINSON, JOHN MAWSON, Penrith, Cumberland, Painter Carlisle Pet Mar 13 Ord March 13
SHEPPARD, ISAAC, Kennington rd, Coroner's Officer High Court Pet Dec 30 Ord March 13
SUTCLIFFE, BESSIE, Rochdale, Dealer in Sewing Machines Oldham Pet Feb 7 Ord March 13
TAYLOR, FREDERICK WILLIAM, Carrington, Nottingham, Shopman Nottingham Pet Mar 7 Ord March 14
THOMPSON, DANIEL, Mangotsfield, Glos, Baker Bristol Pet Mar 13 Ord March 1
TOWNSEND, HENRY, sen, Bon Marché, West Kensington, Draper High Court Pet Jan 20 Ord March 12
TRAYNER, MARY, Birkenhead, Dressmaker Birkenhead Pet Mar 13 Ord March 14
VINCENT, JAMES, Walton on the Hill, Lancs, Bread Dealer Liverpool Pet Feb 12 Ord March 12
WADDINGTON, JOSEPH, Preston, Provision Dealer Preston Pet March 12 Ord March 12
WATKINS, CHARLES ANTHONY, Oxford, Clerk in Holy Orders Oxford Pet Feb 1 Ord Feb 27
WHITE, FREDERICK HENRY, Exeter, Tobaccoist Exeter Pet March 12 Ord March 12
WHITE, WILLIAM, Nottingham, Lacemaker Nottingham Pet March 8 Ord March 14
WILCOX, JOB, Hemington, Somerset, Carpenter Frome Pet March 14 Ord March 14
WINTERBOTHAM, THEOPHILUS, Sneinton, Notts, Bootmaker Nottingham Pet March 12 Ord March 12
WOOSLEY, RICHARD, Liverpool, Milk Dealer Liverpool Pet March 9 Ord March 13

BANKRUPTCY ANNULLED.

COX, EDWARD JOSHUA, Westbourne gr, Bayswater, Draper High Court Adju July 15 Annul March 12

London Gazette.—TUESDAY, March 20.

RECEIVING ORDERS.

ASHTON, GEORGE HENRY, Nottingham, Milk Seller Nottingham Pet March 17 Ord March 17
AUSTIN, WALTER, Parwick, nr Ashbourne, Farmer Burton on Trent Pet March 15 Ord March 15
BALDWIN, JOHN, King's Langley, Herts, Builder St Albans Pet March 6 Ord March 17
BALLS, HENRY CHARLES, Gt Yarmouth, Carpenter Gt Yarmouth Pet March 16 Ord March 16
BARKER, JOHN JOSEPH, Keynsham, Somersetshire, Artist Bath Pet March 17 Ord March 17
BARNES, ISAAC, Cockermouth, Fishmonger Cockermouth and Workington Pet March 15 Ord March 15
BARNES, W J, Rainham, Essex, Chemical Manufacturer Chelmsford Pet March 14 Ord March 14
BENNETT, ALBERT, Pontycwmmer, nr Bridgend, Plumber Cardiff Pet March 16 Ord March 16
BIRCH, WILLIAM, Derby, Beerhouse Keeper Derby Pet March 15 Ord March 15
BOWMAN, JAMES, Morpeth, Tailor Newcastle on Tyne Pet March 15 Ord March 15

BOYNE, JOSEPH EDWARD, Darlington, Professor of Music Stockton on Tees and Middlesbrough Pet March 14 Ord March 14
 BRAYFORD, ROBERT, Stoke on Trent, Grocer Stoke on Trent Pet March 10 Ord March 15
 BUCHARDT, EDMUND CHRISTIAN, Chalk Farm rd, Oilman High Court Pet March 15 Ord March 15
 BYFORD, WILLIAM, Barking rd, Canning Town, China Dealer High Court Pet March 16 Ord March 16
 CAMPTON, HOLT, Horncastle, Lincs, Grocer Lincoln Pet March 16 Ord March 16
 CANTHON, CHARLES HALSTAD, Wakefield, Tailor Wakefield Pet March 17 Ord March 17
 CLARK, JOSIAH, Braintree, Essex, Cabinet Maker Chelmsford Pet March 15 Ord March 15
 CULVERWELL, GEORGE, Bristol, Fishmonger Bristol Pet March 15 Ord March 15
 DAVIS, CHARLES HARRY, Coventry, Cigar Merchant Coventry Pet March 16 Ord March 16
 DHONAN, JOHN, Woolwich, Baker Greenwich Pet March 15 Ord March 15
 DOODY, HARRY, Birmingham, Music Seller Birmingham Pet March 15 Ord March 15
 FOULKES, WILLIAM TADMAN, Birmingham, Architect Birmingham Pet March 16 Ord March 16
 GIBBS, ALBERT, Stapleton, Gloucestershire, Boot Manufacturer Bristol Pet March 16 Ord March 16
 GOAD, CHARLES ERNEST, Plymouth, Commercial Traveller East Stonehouse Pet March 16 Ord March 16
 GOLDMAN, MARAIS, Swansea, Outfitter Swansea Pet March 15 Ord March 15
 HAMMOND, ARTHUR JAMES, Jamaica st, Commercial rd, Licensed Victualler High Court Pet March 17 Ord March 17
 HAMPTON, WALTER, Smethwick, Butcher Oldbury Pet March 16 Ord March 16
 HITCHEN, THOMAS BROMFIELD, Wednesbury, Grocer Walsall Pet March 15 Ord March 15
 HOLDWAY, ALFRED EDWIN, Basingstoke, Fancy Goods Salesman Winchester Pet March 15 Ord March 15
 HOUGH, FRANK, Crews, Boot Maker Nantwich and Crews Pet March 15 Ord March 15
 JENKINS, THOMAS GEORGE, Mountain Ash, Glamorganshire Grocer Aberdare Pet March 15 Ord March 15
 JONES, ARTHUR, Madeley, Salop, Grocer Madeley Pet March 15 Ord March 15
 JONES, JOHN, Merthyr Tydfil, Grocer Merthyr Tydfil Pet March 17 Ord March 17
 MADDOCK, EMILY, Wellington, Boot Dealer Madeley Pet Feb 28 Ord March 15
 MARTIN, EMMA, Cardiff, Umbrella Manufacturer Cardiff Pet March 17 Ord March 17
 MILES, WILLIAM, Worthing, Auctioneer Brighton Pet March 2 Ord March 16
 MINALL, JAMES, Woolston, Hampshire, Saddler Southampton Pet March 16 Ord March 16
 MITCHINSON, JAMES, Chapel st, Edgware rd, Furniture Dealer High Court Pet March 15 Ord March 15
 MONCRIEFF, THOMAS, Shrewsbury, out of business Shrewsbury Pet March 16 Ord March 16
 NIGHTINGALE, WILLIAM, Ipswich, Baker Ipswich Pet March 15 Ord March 15
 PADFIELD, WILLIAM JAMES, Frome, Coal Dealer Frome Pet March 17 Ord March 17
 PRACHEY, CHARLES, Barton Mills, Suffolk, Farmer Bury St Edmunds Pet March 17 Ord March 17
 POINTON, ANNIE, Nottingham, Lodging house Keeper Nottingham Pet March 15 Ord March 15
 POWELL, JAMES JONES, Capococh, nr Aberdare, Grocer Aberdare Pet March 17 Ord March 17
 POYNTER, J. F., Milk st, Cocoa Nut Matting Manufacturer High Court Pet Feb 22 Ord March 16
 RIDGAL, CHARLES FREDERICK, Woburn pl, Clerk High Court Pet Feb 20 Ord March 16
 ROBERTS, JOHN, Pystyll, Carnarvonshire, Victualler Portmadoc and Blaenau Ffestiniog Pet March 17 Ord March 17
 ROBINSON, JOSEPH, Jnr, Bury St Edmunds, Builder Bury St Edmunds Pet March 16 Ord March 16
 ROPER, DACRE TREVOR, Sudbourne rd, Brixton, Gent High Court Pet Feb 8 Ord March 15
 SHIDA, JOHN, Walsop, Notts, Farmer Nottingham Pet March 3 Ord March 16
 SMITH, ALFRED, and ALBERT SMITH, Greasbrough, nr Rotherham, Grocers Sheffield Pet March 16 Ord March 16
 SPIERS, WALTER JOHN, Tunbridge Wells, Bookseller Tunbridge Wells Pet March 17 Ord March 17
 STEADE, THOMAS, Sheffield, Builder Sheffield Pet Feb 25 Ord March 15
 THOMPSON, WILLIAM, Bedlington, Northumberland, Blacksmith Newcastle on Tyne Pet March 15 Ord March 15
 TUCKER, HENRY, Meare, Somersetshire, Farmer Wells Pet March 17 Ord March 17
 WHITEHEAD, GEORGE, Heaton Moor, Lancs, Commercial Traveller Stockport Pet March 15 Ord March 15
 WILLIAMSON, JOHN, Leeds, Draper Leeds Pet March 13 Ord March 15
 WORRELL, ISAAC, Aspull, Lancs, Licensed Victualler Bolton Pet March 14 Ord March 14

FIRST MEETINGS.

BAILEY, JOSEPH, and GEORGE BAILEY, Dewsbury, Yorks, Blanket Manufacturers March 27 at 3 Off Rec, Bank chmbrs, Batley
 BENTLEY, JAMES HENRY, Wolverhampton, Grocer March 28 at 3 Off Rec, St Peter's close, Wolverhampton
 BIRCH, WILLIAM, Derby, Beerhouse Keeper March 28 at 2.30 Off Rec, St James's chmbrs, Derby
 BISHOP, WILLIAM WALTER, Westmorland rd, Camberwell, Hosier March 28 at 12.30 Carey st, Lincoln's inn
 BLAKES, ALBERT THOMAS, Newtown, Lancs, Joiner March 27 at 10.30 Wigan County Court
 BOWMAN, JAMES, Morpeth, Tailor March 29 at 2.30 Off Rec, Pink lane, Newcastle on Tyne
 CLARK, JOSIAH, Braintree, Essex, Cabinet Maker March 29 at 11 Horn Hotel, Braintree
 COTTON, THOMAS, Boston, Lincs, Clothier March 28 at 1 Off Rec, 2 St Benedict's sq, Lincoln
 CULVERWELL, GEORGE, Bristol, Fishmonger April 4 at 3.30 Off Rec, Bank chmbrs, Bristol
 EDE, WILLIAM HENRY, Newport, Mon, Picture Frame Maker April 3 at 11 Bear's Head Hotel, Newtown, Mont
 FERREDAY, JOHN WHITE, Wednesbury, Surveyor April 5 at 11.15 Off Rec, Walsall
 FRIEND, CHARLES ROBERT, Cholderton, Hampshire, Licensed Victualler March 27 at 3 Off Rec, Salisbury
 GIBBS, ALBERT, Stapleton, Glos, Boot Manufacturer April 5 at 12.30 Off Rec, Bank chmbrs, Bristol
 GOLDMAN, MARCUS, Swansea, Outfitter March 29 at 1 Inns of Court Hotel, Holborn

HENRY, CHARLES FRANCIS, Southwell, Notts, Maltster March 28 at 12 Off Rec, 1, High pavement, Nottingham
 HERBANT, H E, High rd, Barnet, Butcher March 27 at 12 33, Carey st, Lincoln's inn
 HITCHER, THOMAS BROMFIELD, Wednesbury, Grocer March 29 at 3 Off Rec, Wolverhampton
 HOBDSOON, WILLIAM CHARLES, St John st, West Smithfield, Stationer March 28 at 11 33, Carey st, Lincoln's inn
 HOLDWAY, ALFRED EDWIN, Basingstoke, Fancy Goods Salesman March 29 at 2 Off Rec, 4, East st, Southampton
 JONES, ARTHUR, Madeley, Salop, Grocer March 28 at 1 County Court, Madeley
 JONES, WILLIAM, Llanddelfniolen, Carnarvonshire, Stonemason March 29 at 12.30 Queen's Head Cafe, Bangor
 LEWIS, GEORGE, Abergwilly, Carmarthenshire, Farmer March 28 at 11 Off Rec, 11, Quay st, Carmarthen
 MADDOCK, EMILY, Wellington, Salop, Boot Dealer March 29 at 1.45 County Court, Madeley
 MARSTON, GEORGE HENRY, Lordship terr, East Dulwich, Chemist March 27 at 11 Bankruptcy bldgs, Lincoln's inn
 MCLELLAN, RICHARD, Tonbridge, Carpenter March 27 at 12 Off Rec, Pavilion bldgs, Brighton
 MINALL, JAMES, Lymington, Saddler April 6 at 11.30 Off Rec, 4, East st, Southampton
 MITCHELL, EDWARD WELBANK ROBINSON, Manchester, Salesman March 29 at 11 Off Rec, Orden's chmbrs, Bridge st, Manchester
 NIGHTINGALE, WILLIAM, Ipswich, Baker March 28 at 12 Off Rec, 2, Westgate st, Ipswich
 OLDHAM, JUANITA ALVAREZ, East Molesey, Teacher of Music March 28 at 11.15 Thames Hotel, East Molesey, Surrey
 PAYTON, FRANCIS WILLIAM, Birmingham, Diamond Mounter March 29 at 3 25, Colmore row, Birmingham
 PHILLIPS, WILLIAM, jun, Thame, Cattle Dealer March 28 at 11.30 1. St Aldate's, Oxford
 POINTON, ANNIE, Nottingham, Lodging House Keeper Mar 28 at 11 Off Rec, 1, High pavement, Nottingham
 POWELL, DAVID, Swansea, Chemist Mar 27 at 3 Off Rec, 6, Rutland st, Swansea
 PRICE, GEORGE WATKIN, Ebbw Vale, Mon, Tea Dealer Mar 28 at 12 Off Rec, Merthyr Tydfil
 RAY, ALFRED JOHN, Dean st, Soho, Carman Mar 28 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn
 RHODES, THOMAS WILLIAM, Gleadless, Derbyshire, Gent Mar 27 at 4.15 Law Society, Hooke's chmbrs, 45, Bank st, Chester
 ROAKES, THOMAS, Station st, Lewes, Carriage Builder Mar 28 at 1 Bankruptcy bldgs, Portugal st, Lincoln's inn
 SANDERSON, CHARLES HERBERT, Albert st, Regent's pk, Clerk Mar 28 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn
 SNEAD, RALPH ALFRED, Newington Butts, Bootmaker Mar 27 at 11 33, Carey st, Lincoln's inn
 STEPHENS, WILLIAM, Stroud, Solicitor Mar 27 at 4 Imperial Hotel, Stroud
 SWIFT, ALFRED JOHN, Newark upon Trent, Hosier Mar 27 at 11 Off Rec, 1, High pavement, Nottingham
 THOMPSON, WILLIAM, Bedlington, Northumberland, Blacksmith Mar 29 at 3 Off Rec, Pink lane, Newcastle on Tyne
 TOLSON, JOHN EDWIN, Dewsbury, out of business Mar 27 at 11 Off Rec, Bank chmbrs, Batley
 TRAYNER, MARY, Birkenhead, Milliner Mar 28 at 2 Off Rec, 48, Hamilton sq, Birkenhead
 TRUSCOTT, GEORGE, Goldney pl, Goldney rd, Harrow rd, Mason Mar 27 at 2.30 33, Carey st, Lincoln's inn
 TYSON, ISAAC, Calderbridge, Cumberland, Builder March 28 at 3 Off Rec, 67, Duke st, Whitehaven
 WADINGTON, JOSEPH, Preston, Lancashire, Provision Dealer March 27 at 3 Off Rec, 14, Chapel st, Preston
 WALDER, HERBERT, Hastings, Grocer March 27 at 2 County Court, Hastings
 WHITEHEAD, GEORGE, Heaton Moor, Lancashire, Commercial Traveller March 28 at 11.15 Off Rec, County chmbrs, Market pl, Stockport
 WILCOX, JOB, Hemington, Somersetshire, Carpenter April 5 at 12 Off Rec, Bank chmbrs, Bristol
 WILLIAMS, JAMES ALBERT, Brixton rd, Surrey, Licensed Victualler March 27 at 12 Bankruptcy bldgs, Lincoln's inn
 WINTERBOTHAM, THEOPHILUS, Nottingham, Boot Dealer March 27 at 12 Off Rec, 1 High pavement, Nottingham
 WIDOM, FREDERICK, Langham st, Portland pl March 27 at 11 33, Carey st, Lincoln's inn
 WOODWARD, EDWARD LOCKWOOD, Fortess rd, N.W., Carman March 28 at 12 33, Carey st, Lincoln's inn
 WOOSLEY, RICHARD, Liverpool, Milk Dealer March 28 at 3 Off Rec, 35, Victoria st, Liverpool
 WORRELL, ISAAC, Aspull, Lancashire, Licensed Victualler March 28 at 11 16, Wood st, Bolton
 WYATT, JOHN WHEELER, Westgate on Sea, Butcher March 28 at 4 53, High st, Margate

ADJUDICATIONS.

BAILS, HENRY CHARLES, Gt Yarmouth, Carpenter Gt Yarmouth Pet March 16 Ord March 16
 BARKER, JOHN JOSEPH, Keynsham, Somersetshire, Artist Bath Pet March 17 Ord March 17
 BARNES, ISAAC, Cockermouth, Fishmonger Cockermouth and Workington Pet March 15 Ord March 15
 BENNETT, ALBERT, Pontycwmmer, nr Bridgend, Plumber Cardiff Pet March 16 Ord March 16
 BETTS, WATERMAN, Richmond rd, Kingston, Builder Kingston, Surrey Pet Jan 20 Ord March 14
 BIRCH, WILLIAM, Derby, Beerhouse Keeper Derby Pet March 15 Ord March 15
 BOYNE, JOSEPH EDWARD, Darlington, Professor of Music Stockton on Tees and Middlesbrough Pet March 14 Ord March 14
 BOWMAN, JAMES, Morpeth, Tailor Newcastle on Tyne Pet March 15 Ord March 15
 BRAGO, WILLIAM, Harleyford rd, Kennington, Engineer High Court Pet Feb 16 Ord March 16
 BRAYFORD, ROBERT, Stoke on Trent, Grocer Stoke on Trent Pet March 10 Ord March 15
 BUCHARDT, EDMUND CHRISTIAN, Chalk Farm rd, Oilman High Court Pet March 15 Ord March 15
 BYFORD, WILLIAM, Barking rd, Canning Town, China Dealer High Court Pet March 16 Ord March 16
 CAMPTON, HOLT, Horncastle, Grocer Lincoln Pet March 16 Ord March 16
 CANTHON, CHARLES HALSTAD, Wakefield, Tailor Wakefield Pet March 17 Ord March 17
 CHAMPTON, CALK, Maple rd, Anerley, Builder Croydon Pet Jan 26 Ord March 15
 CROOKES, JOSEPH, Dundee, Chemist High Court Pet Jan 20 Ord March 16
 DRAIDEN, ZACHARIAH, Denton, Lancs, Hat Manufacturer Ashton under Lyne and Stalybridge Pet Feb 29 Ord March 16
 DOUGLAS, WILLIAM, Queen's gate, Kensington, Builder High Court Pet Nov 28 Ord March 14

DOWDER, EMMA, High st, Epsom, Boot Dealer Croydon Pet March 8 Ord March 14
DYBALL, JOHN, address unknown, Farmer Norwich Pet Feb 20 Ord March 16
FITTES, ROBERT, and **MARGARET ANN FITTES**, Newcastle on Tyne, Publicans Newcastle on Tyne Pet March 12 Ord March 17
GIBBS, ALBERT, Stapleton, Gloce, Boot Manufacturer Bristol Pet March 16 Ord March 16
HAMMOND, ARTHUR JAMES, Jamaica st, Commercial rd, Licensed Victualler High Court Pet March 17 Ord March 17
HAWES, WILLIAM, and **JAMES THOMAS HAWES**, Grafton rd, Kentish town, Grocers High Court Pet March 13 Ord March 14
HITCHEN, THOMAS BROMFIELD, Wednesbury, Grocer Walsall Pet March 15 Ord March 15
HOLDWAY, ALFRED EDWIN, Basingstoke, Goods Salesman Winchester Pet March 15 Ord March 15
HOUGH, FRANK, Crews, Bootmaker Nantwich and Crews Pet March 15 Ord March 15
HOULDING, THOMAS, Crews, Tobacconist Nantwich and Crews Pet March 14 Ord March 17
HOUNSELL, BERNHARD WILMSHURST, Farringdon st, Journalist High Court Pet March 13 Ord March 14
JENKINS, THOMAS GEORGE, Mountain Ash, Glamorgan, Grocer Aberdare Pet March 15 Ord March 15
JONES, JOHN, Merthyr Tydfil, Grocer Merthyr Tydfil Pet March 17 Ord March 17
KIRSCHE, PETER, Langham st, Tailor High Court Pet Jan 13 Ord March 14
MARTIN, EMMA, Cardiff, Umbrella Manufacturer Cardiff Pet March 17 Ord March 17
MCLELLAN, RICHARD, Tonbridge, Carpenter Tunbridge Wells Pet March 7 Ord March 16
MELIOR, TOM, Stalybridge, Lanes, Joiner Ashton under Lyne and Stalybridge Pet March 9 Ord March 16
MINALL, JAMES, Woolston, Saddler Southampton Pet March 16 Ord March 16
NIGHTINGALE, WILLIAM, Ipswich, Baker Ipswich Pet March 15 Ord March 15
PADFIELD, WILLIAM JAMES, Frome, Coal Haulier Frome Pet March 17 Ord March 17
PARKER, CHARLES, Hammersmith rd, West Kensington, Fruiterer High Court Pet Feb 9 Ord March 17
PHILLIPS, WILLIAM, the younger, Thame, Cattle Dealer Aylesbury Pet March 12 Ord March 15
POINTON, ANNE, Nottingham, Lodging house Keeper Nottingham Pet March 15 Ord March 17
POWELL, JAMES JONES, Capcote, nr Aberdare, Grocer Aberdare Pet March 17 Ord March 17
POYNTER, JAMES, Great Northern Railway, King's Cross, Horse Manager High Court Pet Feb 21 Ord March 16
PREST, JAMES, Kendal, Boot Maker Kendal Pet March 13 Ord March 16
PRIMAVESI, ANTONIO CARLO, Reading, Watch Maker Reading Pet Feb 24 Ord March 16
PUGH, WILLIAM PLATTES, and **EDWARD PUGH**, Queen Victoria st, Engravers High Court Pet Feb 24 Ord March 16
RAY, ALFRED JOHN, Dean st, Soho, Carman High Court Pet Feb 27 Ord March 17
ROBERTS, JOHN, Pistyll, Caebarvon, Victualler Portmadoc Pet March 17 Ord March 17
SANDERSON, CHARLES HERBERT, Albert st, Regent's pk, Clerk High Court Pet March 7 Ord March 17
SAUNDERS, JOSEPH CHARLES, York rd, Battersea, Grocer Wandsworth Pet March 9 Ord March 16
SAUNDERS, MALCOLM TRIBLE, Tooley st, Builder High Court Pet Dec 3 Ord March 15
SCOTT, JOSEPH, Newcastle on Tyne, Poultry Dealer Newcastle on Tyne Pet March 14 Ord March 15
SIDDA, JOHN, Warsop, Farmer Nottingham Pet March 3 Ord March 16
SMALLWOOD, PHILIP, Bloxwich, Stafford, Draper Walsall Pet Jan 27 Ord March 15
SMITH, ALFRED, and **ALBERT SMITH**, Gressbrough, nr Rotherham, Grocers Sheffield Pet March 16 Ord March 16
SPIERS, HENRY, Banbury, Oxford, Innkeeper Banbury Pet Feb 23 Ord March 17
STEPHENS, WILLIAM, Stroud, Solicitor Gloucester Pet March 12 Ord March 16
STOWELL, WILLIAM JOHN, Chew Magna, Somersetshire, Farmer Wells Pet March 9 Ord March 15
SWIFT, ALFRED JOHN, Newark upon Trent, Hosier Nottingham Pet March 12 Ord March 17
TAPLIN, LEWIS LLOYD, St John's Wood rd, Auctioneer High Court Pet Feb 20 Ord March 15

THOMPSON, WILLIAM, Bedlington, Northumberland, Blacksmith Newcastle on Tyne Pet March 15 Ord March 15
TRUSCOTT, GEORGE, Goldney pl, Goldney rd, Harrow rd, Mason High Court Pet Jan 27 Ord March 14
TYSON, ISAAC, Calderbridge, Cumberland, Builder Whitehaven Pet March 13 Ord March 16
WARREN, THOMAS OSCAR, Whitcombe st, Leicester sq High Court Pet Nov 8 Ord March 15
WHITEHEAD, GEORGE, Henton Moor, Lanes, Commercial Traveller Stockport Pet March 15 Ord March 15
WILLIAMSON, JOHN, Leeds, Draper Leeds Pet March 13 Ord March 15
WOBRELL, ISAAC, Uspull, Lanes, Licensed Victualler Bolton Pet March 14 Ord March 16

SALE OF ENSUING WEEK.

March 27.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, at 3 p.m., Freehold Estate (see advertisement, this week, p. 4).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

GRAZEBROOK.—March 14, at Lewisham, the wife of Henry Durley Grazebrook, barrister-at-law, of a son.
GREATHEAD.—March 7, at Rochester, the wife of J. A. W. Greathead, solicitor, of a son.
NORMAN.—March 7, at Nottingham, the wife of J. E. Norman, solicitor, of two daughters and a son.

MARRIAGES.

COLE—COLLISON.—March 13, at Kensington, Frederick Edward Cole, barrister-at-law, to Marguerite Phebe Collison, daughter of the late Charles Stoughton Collison.
SLACK—BRETHERTON.—March 15, at Tulse Hill, John Bamford Slack, B.A., solicitor, to Alice Maude Mary, daughter of Edward Bretherton, of Clifton.

DEATHS.

HELPS.—March 11, at Gloucester, Richard Summer Helps, solicitor, aged 48 years.
LAWRENCE.—March 18, at Hilldrop-road, Camden-road, Edmund James Lawrence, of Raymond-buildings, Gray's-inn, aged 31 years.
PACKER.—Feb. 21, at Buttable, Barbadoes, Sir Charles Packer, K.T., late Chief Justice of the Island of Barbadoes, aged 72.
ROUMIEU.—March 18, at Park-cottage, Green-lanes, N., John Thomas Roumieu, of Austinfrans, E.C., solicitor, aged 75 years.

Where difficulty is experienced in procuring the Journal with regularity in the Country, it is requested that application be made direct to the Publisher.

CONTENTS.

CURRENT TOPICS	331	NEW ORDERS, &C.	336
THE COUNTY COURTS CONSOLIDATION BILL	333	LAW SOCIETIES	340
THE EFFECT OF THE POSSESSION OF TITLE DEEDS ON A MORTGAGEE'S SECURITY	334	LAW STUDENTS' JOURNAL	341
REVIEWS	335	LEGAL NEWS	341
CORRESPONDENCE	335	COURT PAPERS	342
		WINDING-UP NOTICES	342
		CREDITORS' NOTICES	343
		BANKRUPTCY NOTICES	343

All letters intended for publication in the "Solicitors' Journal" must be authenticated by the name of the writer.

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